 BRITISH COLUMBIA	Ministry of Children and Family Development	MODIFICATION AGREEMENT
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BETWEEN

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

the Province

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

AND

Canadian Red Cross Society

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

BACKGROUND

- A. The parties entered into an agreement number XDD0910CRCS01 and dated April 27
2009, (the "Agreement").
- B. The parties have agreed to modify the Agreement effective December 7, 2009.

AGREEMENT

The parties agree as follows:

1. To modify Paragraph 4.1 of the Component Services Schedule to increase the amount the Province will pay to the Contractor to an amount not exceeding, in the aggregate, **\$763,000.00** for the Term.

To modify Paragraph 4.2 of the Component Services Schedule to be:

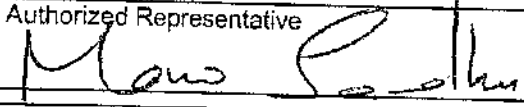
- (a) Medical Equipment Loans, Inventory & Storage, Medical Equipment Exchanges will be paid in the amount of **\$39,416.50** on or about the 15th day of each month commencing on the 15th day of April 2009, and continuing until the end of the Funding Period.
- (b) Equipment Repairs and Maintenance will be invoiced monthly for services delivered during the previous period. Maximum billings for the Term, will not exceed, in the aggregate, **\$290,002.00**.

2. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the 4th day of January, 2010.

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

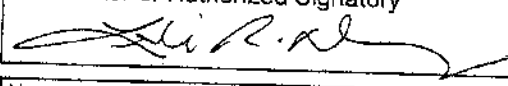
Authorized Representative



Name
Mano Sandhu

Title
Manager

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



Name
Leslie Dunning

Title
General Manager

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



BRITISH
COLUMBIA

Ministry Contract No. XDD0910CRCS01

CLIENT SERVICES AGREEMENT (Fixed Term)

THIS AGREEMENT (the "Agreement") dated for reference the 1st day of April, 2009.

BETWEEN:

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

(the "Province")

AND:

Canadian Red Cross Society

(the "Contractor")

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.01 In this Agreement:

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

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

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

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

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

2.0 TERM

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on April 1, 2009 and ends on March 31, 2010. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

3.0 SERVICES

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

4.0 STANDARDS

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

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

5.0 PAYMENT

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

6.0 COMPONENT SCHEDULES

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

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

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

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

7.0 REPORTS AND RECORDS

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

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

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

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

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

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

8.0 OWNERSHIP

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

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

This section continues in force after this Agreement ends.

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

9.0 AUDIT AND SERVICE EVALUATION

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

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

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

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

10.0 INSURANCE AND INDEMNITY

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

11.0 ASSIGNMENT AND SUBCONTRACTING

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

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

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

12.0 ENDING OF AGREEMENT

- 12.01 This Agreement will end upon any of the following events:
 - (a) subject to section 12.06, a party has failed to comply with this Agreement in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
 - (b) an Insolvency Event has occurred and the Province has given the Contractor notice that, for that reason, this Agreement has ended or will end on a specified date and that date has arrived; or
 - (c) a party has given to the other party 60 days (between 30 and 365 days) written notice that this Agreement is to end and the period of notice has elapsed.
- 12.02 If this Agreement ends under section 12.01 (b) or 12.01 (c), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedules which equals the portion of the Services that was completed in accordance with this Agreement before this Agreement ended. That payment discharges the Province from all liability to the Contractor under this Agreement for all time.
- 12.03 A Component Schedule will end upon any of the following events:
 - (a) subject to section 12.06, a party has failed to comply with the Component Schedule in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
 - (b) a party has given to the other party written notice that the Component Schedule is to end as specified in the Component Schedule and the specified period of notice has elapsed, or

(c) this Agreement has ended under section 12.01.

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

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

13.0 CONFLICT RESOLUTION

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

13.02 The Province must:

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

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

14.0 NOTICES

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

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

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

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

15.0 MISCELLANEOUS

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

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

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

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

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

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

16.0 INTERPRETATION

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

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

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

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

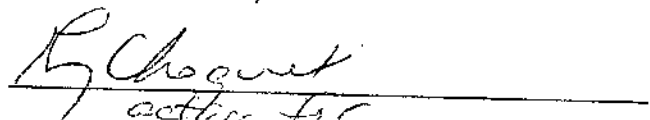
The parties have executed this Agreement as follows:

SIGNED on behalf of the
Province by an authorized representative
of the **Ministry of Children and Family
Development** on the 27th day of March, 2009.



Print Name: Mano Sandhu
Print Title: Manager

SIGNED by or on behalf of the
Contractor (or by an authorized signatory
of the Contractor if a corporation) on the
day of March, 2009, 31.



Print Name: Leslie Dunning
Print Title: General Manager

Schedule to Clients Services Agreement: Additional Terms

The Parties agree to replace Section 10.02 of the Client Services Agreement with the following statement:

The Contractor must indemnify and save harmless each Indemnified Person from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any negligent or other tortious act or omission by the Contractor or by any of its agents, employees, officers, directors, or Subcontractors in providing Component Services, except liability arising out of any independent act or omission by an Indemnified Person.

COMPONENT SERVICES SCHEDULE
(FUNDING PERIOD 2009-04-01 – 2010-03-31)**PART I: INTRODUCTION**

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

PART II: FUNDING PERIOD

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2009 and ends on March 31, 2010 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

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

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:
 - (a) The Canadian Red Cross Society (CRCS) will provide a province-wide medical equipment recycling service for children eligible for the At Home Medical Benefits Program and Children in Care.
 - (b) The CRCS will provide sub-contracted repair services for equipment used by children who are eligible for the At Home Medical Benefits Program and Children in Care.

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

Service Deliverables

- 3.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following:

The CRCS will continue to operate the Children's Medical Equipment Recycling and Loan Service (CMERLS) program for all eligible children across the Province.

Recycling services include loans of durable medical and biomedical equipment, exchanges for durable medical and biomedical equipment, and repair and maintenance of equipment.

Services included in this schedule apply to durable and biomedical equipment only and do not include supplies or equipment intended for single-use purposes.

Employing only qualified technical and professional staff, the CRCS will provide or deliver, or will cause to be provided or delivered, the following:

(a) Medical Equipment Loans

At the request of the therapist or of the Ministry, CRCS will provide durable medical equipment for short term or standard loan.

The Ministry will be notified of all standard loans and be provided with documentation confirming the loan.

In the event that a child's equipment requires repair, a similar piece of equipment may be loaned to the child subject to availability.

(b) Inventory and Storage

The CRCS will provide a current inventory of equipment in a format acceptable to the Ministry.

Equipment not ready for recycling will not be listed on the website or will be noted as not available.

The inventory will include all new equipment in the Lower Mainland and Coastal regions purchased by the Ministry effective May 1, 2001 and for the entire province effective July 1, 2007.

The inventory will track loans of equipment by asset number, client name and health care provider.

The CRCS will provide access for professionals, through its website, to an electronic database inventory of CMERLS equipment that is ready for loan. The electronic database will be updated as appropriate.

The CRCS will be responsible for the transportation and storage of equipment, and may authorize local disposal of medical equipment when it is no longer required by the child.

The CRCS will retain ownership for all equipment purchased by the Ministry, recycled and/or donated since May 1, 2001

The CRCS may, at their discretion, move surplus equipment to other programs or dispose of equipment when it is no longer useful within the CMERLS program

Ownership of equipment upon agreement, cancellation or termination of the contract will revert to the Ministry

(c) Medical Equipment Exchanges

The CRCS will loan the child replacement equipment in the event that the original equipment loaned to the child requires replacement due to equipment failure. This is subject to the availability of equipment. The child will retain the replacement as a continuation of the initial loan.

In the event of a known product recall, CRCS will ensure that all loaned equipment is exchanged in a timely manner and will further ensure that all recalled equipment in the inventory is managed in accordance with the recall advisory.

The CRCS will communicate effectively and collaboratively with the Ministry to follow protocols for repairs and maintenance of biomedical equipment and where there is insufficient stock to enable the exchange of an item needing repair or maintenance, the CRCS will advise the Ministry, and if appropriate the Ministry will arrange for an alternative.

(d) Equipment Repairs and Maintenance

CRCS will assess equipment usability, perform cleaning, repairs and maintenance on equipment donated or returned from loan on a timely basis so that equipment may be added to the inventory as soon as possible.

CRCS will arrange for repairs and maintenance of all non-warranted durable medical and biomedical equipment owned by the CRCS to ensure that equipment in the inventory is safe and ready for loan.

Where the CRCS does not have the capacity to undertake necessary or recommended repairs, the CRCS may subcontract with qualified suppliers, as listed in list attached to Schedule C. Such subcontracted tasks will be completed in the most efficient and cost-effective means possible.

CRCS will keep a record of all non-warranty contracted repairs coordinated by CRCS and provide this record to MCFD as part of the monthly billing submission to the Ministry.

The CRCS will ensure that all biomedical equipment is recalibrated, cleaned, and serviced to manufacturer's specifications by an approved technician and invoiced to Ministry prior to any short term or regular loan.

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

Policies and Standards

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

- (a) NOT APPLICABLE

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

(a) **NOT APPLICABLE**

Operational Principles

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

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

Advocacy

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

Cultural Competency

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

Religious Belief or Religious Affiliation

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

Client Complaint Resolution

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

PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS

Aggregate Maximum

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$683,000.00 in the aggregate for providing the Component Services during the Funding Period.

Payments

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) the amount of \$_____ on or about the 15th day of each month commencing on the _____ day of _____, _____ and continuing until the end of the Funding Period.
 - (b) Medical Equipment Loans, Inventory & Storage, Medical Equipment Exchanges: For the period April 1, 2009 to March 31, 2010, the monthly amount of \$39,416.50 on or about the 15th day of each month commencing on the 15th day of April 2009.
 - (c) Equipment Repairs and Maintenance: For the period April 1, 2009 to March 31, 2010, the amount invoiced monthly, up to a maximum amount of \$210,002.00.

Unearned Revenue

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

PART V: STATEMENTS AND REPORTS

- 5.1 The Contractor will submit quarterly, unless otherwise noted, to the Province reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Component Services. The required content of these reports may include, but is not limited to, the following information:
- (a) the quantity of services (by # of hours, # of sessions, bed days, etc.) and any variance from expected and contracted deliverables,
 - (b) a description of the clients who used the services during the reporting period (by total number, by gender, by age and any other demographics relevant to the purposes and goals of the Component Services), and
 - (c) The CRCS will provide a Loans and Exchanges Report that includes:
 - o Client, Asset Number, Classification, Sub-Category and Date
 - o The CMERLS Loan Activity Report by Equipment Sub-Category
 - o The CMERLS Clients per Geographic Location Report
 - (d) The CRCS will provide an Inventory Disposal and Disposition Report including:
 - o An itemized list of all equipment moved to other Red Cross Programs.
 - o A CMERLS Asset Disposal Report by:
 - o Asset Number, Classification, Sub-Category, Date and Reason
 - (e) The CRCS will provide a monthly Repairs Report Summary that includes an itemized report of repair activity by:
 - o Asset number, Classification, Sub-Category, Date and Cost
 - (f) The CRCS will provide a semi-annual Financial Report and Financial Statements including:
 - o An itemized list of the Proposed Budget to Actual Costs Statements
 - o A Summary report identifying reasons for variance in budget costs
 - o A detailed review of budget pressures, service pressures, and other information necessary to assess future costs of service.
- 5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending June 30, 2009. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.
- 5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3rd quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

PART VI: INFORMATION MANAGEMENT PLAN

Definitions

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

Document Ownership

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

- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- (a) All client information including contact information, loan histories, or other information of a client specific nature shall be kept on site while the client is receiving services under this agreement and then retained by the Contractor for a further 23 years.
- 6.10 If the Contractor's Documents includes any Client Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Client Records to the Province.

Information Systems

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

PART VII: GENERAL

Property

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
- (a) CRCS owns all equipment acquired by funds paid by the Province for the duration of the contract. Upon cancellation or termination of the contract, ownership of equipment will revert to MCFD.
- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement is to be owned by the Contractor or Subcontractor as indicated:
- (a) CRCS owns all equipment acquired by funds paid by the Province for the duration of the contract. Upon cancellation or termination of the contract, ownership of equipment will revert to MCFD.

Building Code

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

Business Registration

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

Permits and Licenses

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

(a) **NOT APPLICABLE**

Insurance

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

Workers' Compensation Board (WCB)

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

Subcontractors

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

(a) See attached list.

Contact Information

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

Address and fax number for notices to the Province:

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

Address and fax number for notices to the Contractor:

Address: 3400 Lake City Way, Burnaby BC V5A 4Y2
Fax Number: (604) 709-6675

Authorized Persons

- 7.10 In addition to the persons listed in the section 15.13 of the Agreement, any of the following persons may act for the Province in relation to the Component Services:
- (a) Contract manager
- 7.11 The Contractor designates any of the following persons, identified by name or position title to act for the Contractor in relation to this Agreement:
- (a) Robert Davies, Manager, Health Equipment Loan Program
 - (b) Patricia Barrett, Coordinator

Termination

- 7.12 For the purposes of section 12.03(b) of the Agreement, 60 days (between 30 and 365 days) written notice must be given by one party to the other that this Component Schedule is to end. In no case will length of termination notice under this section exceed the duration of the notice given in section 12.01(c) of the Agreement.

PART VIII: SERVICE SPECIFIC PROVISIONS

Criminal Records Check

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

Waivers Of Liability relating to Services to Children

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

Rights of Children in Care

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

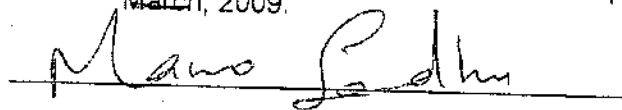
PART IX: CONFLICT RESOLUTION OFFICIALS

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

	Province	Contractor
Stage One:	Mano Sandhu, Manager	Bob Davies, Manager
Stage Two:	Katherine Foster, A/Director	Susan Borthwick, Director
Stage Three:	Dale Chandler, A/Sr Director	Leslie Dunning, General Manager

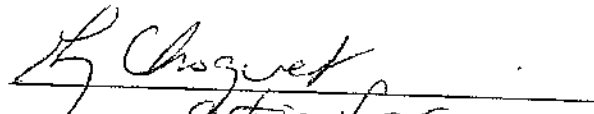
The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an
authorized representative of the
Ministry of Children and Family
Development on the 27th day of April
March, 2009.



Print Name: Mano Sandhu
Print Title: Manager

SIGNED by or on behalf of the Contractor
(or by an authorized signatory of the
Contractor if a corporation) on the
31 day of March, 2009.



Print Name: Leslie Dunning
Print Title: General Manager

Provincial Suppliers of Medical Equipment Repairs (updated April 28/08)

File: CME/RLS/Address List/Suppliers/Provincial Suppliers of Medical Equipment Repairs

Company Name	Street Address	City/Prov.	Postal Code	cell phone/pager	toll free phone	phone #	fax #	email address	website	contact person
Motion - Victoria										
Motion Nanaimo										
PJ Surg-Med Ltd. (various locations in northern BC)	1749 Lyon Str	Prince George, BC	V2N 1T3		1-800-063-2963	250-564-2240	250-564-2243		www.pjsurgmed.com	
Ranger Wheelchairs Ltd - see Access Mobility										
Self	1340 Pemberton Ave	North Vancouver BC	V7P 2R7							
Selfcare	43 West 6th Ave.	Vancouver BC	V5Y 1K2			604-990-9422	604-990-9424	selfcare@shawbiz.ca	www.selfcarehome.com	Kim Mackie or Danyl Mackie
Shoppers Home Health	8-8385 St. George	Vancouver BC	V5X 4P3			604-872-5800	604-872-8388	selfcarevan@shawbiz.ca	www.selfcarehome.com	Fran Wilson
Shoppers Home Health	1990 - 152nd Street	White Rock BC	V4A 4N6	604-787-5735		604-326-1117	604-326-1147			Steve Bourne
Shoppers Home Health	2106 Main Street	Vancouver BC	V5T 3C5			604-538-3400	604-538-3481			Randall Keith
The Home Medical Shop	6-204 North Island Hwy.	Courteney BC			1-800-667-5770	604-876-4186	604-876-4118			Christine Magee
						1-800-661-8843	250-338-8862			Paula Granger

Provincial Suppliers of Medical Equipment Repairs (updated April 28/08)

File: C:\MEL\SLAddress List\Suppliers\Provincial Suppliers of Medical Equipment Repairs

Company Name	Street Address	City/Prov.	Postal Code	Cell number	tol free phone	phone #	fax #	email address	website	contact person
Baxter Meyer Corporation	6590 Baxter Place	Burnaby BC	V5A 4R2		1-877-331-6336	1-800-663-6012 Ext 6511				
Carestream Medical Ltd	15-211 Schoolhouse St	Cochran BC	V3C 4X9		1-888-310-2166	604-552-5485	604-552-5487	imglenn@carestream.com	www.carestream.com	Francis or Glen Mo Sharif, Diana Lee,
Confident (Vya Healthcare)	7360 Transcona	Poan Calif, Quebec	H8T 1C7		1-877-564-8826	604-275-9063	1-800-557-1839			
Dynamed Biomedical Services	120-11791 Hammersmith Way	Richmond BC	V7A 5C6		1-800-567-2335	604-241-0549		yanny@dynamed.com		
GE Health Care	5300 Salford Drive	Mississauga, Ont	L4W 5J2			905-248-3964				Lukker Karla
Ganess Medical Corporation (see comment)	2201-4425 Hailax Street	Burnaby, B.C.	V5C 6P2	604-561-9783	1-888-580-1033	604-590-1033	604-580-1016	info@genmedcorp	www.genmedcorp.ca	Aliul Sharif
Leard Medical	Unit 45-151 Nesbore Rd	Scarborough Ont	M1V 4C3		1-888-523-7325	416-319-2313	416-298-6016			Harvey Small
Lifalomics	1470 Denvent Way,	Delta B.C.	V3M 6T6			604-521-0703	604-521-0707	sheryl_mccrill@drakear.com		Gerry Kolasser
Medquest/Praxair	1056 West Third Ave	Vancouver BC	V6J 1K1			604-733-1605	604-733-1602			Cheryl Winship
Medquest/Praxair	691 Seymour St	Kamloops BC	V2C 2H1							Margie Skiper
Novartis Medical										
Oxyle										
Provincial Respiratory Outreach Program (in process)	19007 Shaughnessy St	Vancouver BC	V6P 6R9	604-326-1233						
Technimed Biomedical	2718 East 19th Ave	Vancouver BC	V5S 1K1	778-233-5356		604-327-6511	604-327-6511			Tony Franco
The Scale Shop	167 - 318 East Kent Ave	Vancouver BC	V5X 4J8			604-322-0345	604-325-0885			Bruce or Steve
ViaLife - Langley	50073 190th Street, Suite 201,	Langley, B.C.	V1M 3B1			604-881-5460	604-881-0234	john.polar@via-life.ca		David Shipard
Vital Air Canada Inc	2424 2nd St.	Calgary, AB	T2E 6J6		1-866-218-5869 ext 148	403-462-3096	1-866-792-9828	john.polar@via-life.ca		John Polonsky
Vital Air Canada Inc	Vital Air Customer Service	Kelowna BC			1-800-637-0202 ext 202	250-448-4513		lynette.umwa@via-life.ca		Lynette Umwa
Vital Air Canada Inc	404-4223 Commerce Circle	Victoria BC			1-888-839-9977	250-744-3577	250-744-2821			Medical Gas Technician
West Care Medical	17 Fawcett Rd. Unit 108	Cornwall, B.C.	V3K 5V2			604-540-8288	604-540-8245			Bob Olson



BRITISH
COLUMBIA

Ministry Contract No. XDD1012CRCG001

CLIENT SERVICES AGREEMENT (Fixed Term)

THIS AGREEMENT (the "Agreement") dated for reference the 10th day of March, 2010.

BETWEEN:

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

(the "Province")

AND:

Canadian Red Cross Society

(the "Contractor")

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.01 In this Agreement:

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

- (e) "***Conflict Resolution Protocol***" means the protocol issued by the Province in August 1998 governing resolution of conflicts under "Continuing Agreements", as that protocol may be changed by the Province from time to time in accordance with section 13.02;
- (f) "***Contractor's Documents***" means
 - (i) all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement;
 - (ii) Client Records containing Personal Information created or produced by the Contractor as a result of this Agreement and as defined in a Component Schedule, except those records specified as Province's Documents in a Component Schedule; and
 - (iii) any documents specified as "Contractor's Documents" in a Component Schedule

whether complete or not;
- (g) "***Documents***" means the Contractor's Documents and the Province's Documents;
- (h) "***Implementation Protocol***" means the protocol issued by the Province in 1999 governing the implementation of contract reform in the Ministry of Children and Family Development;
- (i) "***Indemnified Person***" means the Province and each of its employees and agents;
- (j) "***Insolvency Event***" means any of the following events, as applicable
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act (Canada)* is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act (Canada)*,
 - (v) a receiver or receiver-manager of any of the Contractor's property is appointed, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern;

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

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

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

2.0 TERM

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on April 1, 2010 and ends on March 31, 2012. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

3.0 SERVICES

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

4.0 STANDARDS

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

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

5.0 PAYMENT

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

6.0 COMPONENT SCHEDULES

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

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

7.0 REPORTS AND RECORDS

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

8.0 OWNERSHIP

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

This section continues in force after this Agreement ends.

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

9.0 AUDIT AND SERVICE EVALUATION

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

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

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

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

10.0 INSURANCE AND INDEMNITY

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

11.0 ASSIGNMENT AND SUBCONTRACTING

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

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

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

12.0 ENDING OF AGREEMENT

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

- (a) subject to section 12.06, a party has failed to comply with this Agreement in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) an Insolvency Event has occurred and the Province has given the Contractor notice that, for that reason, this Agreement has ended or will end on a specified date and that date has arrived; or
- (c) a party has given to the other party 60 days (between 30 and 365 days) written notice that this Agreement is to end and the period of notice has elapsed.

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

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

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

(c) this Agreement has ended under section 12.01.

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

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

13.0 CONFLICT RESOLUTION

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

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

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

14.0 NOTICES

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

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

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

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

15.0 MISCELLANEOUS

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

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

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

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

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

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

16.0 INTERPRETATION

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

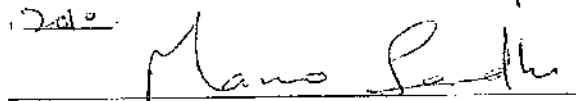
- (a) references to sections by number are to sections of this Agreement;
- (b) where a period "starts" or "ends" on a date, the period includes that date;
- (c) references to days are to calendar days; and
- (d) references to this Agreement include all Component Schedules attached to this Agreement.

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

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

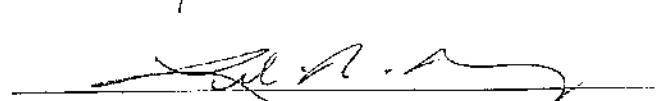
The parties have executed this Agreement as follows:

SIGNED on behalf of the
Province by an authorized representative
of the Ministry of Children and Family
Development on the 20th day of April

2010


Print Name: Mano Sandu
Print Title: Manager

SIGNED by or on behalf of the
Contractor (or by an authorized signatory
of the Contractor if a corporation) on the 31
day of March 2010



Print Name: Leslie Dunning
Print Title: General Manager

Schedule to Client Services Agreement: Additional Terms

The Parties agree to replace Section 10.02 of the Client Services Agreement with the following statement:

The Contractor must indemnify and save harmless each Indemnified Person from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any negligent or other tortuous act or omission by the Contractor or by any of its agents, employees, officers, directors, or Subcontractors in providing Component Services, except liability arising out of any independent act or omission by an Indemnified Person.



COMPONENT SERVICES SCHEDULE
(FUNDING PERIOD 2010-04-01 - 2012-03-31)

PART I: INTRODUCTION

- 1.1 This Component Schedule forms part of the Agreement dated for reference the 10th day of March, 2010 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

PART II: FUNDING PERIOD

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2010 and ends on March 31, 2012 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

PART III: DESCRIPTION OF COMPONENT SERVICES & RELATED PROVISIONS

Desired Outcomes

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:
 - (a) The Canadian Red Cross Society (CRCS) will provide a province-wide medical equipment recycling service for children eligible for the At Home Medical Benefits Program and for Children in Care.
 - (b) The CRCS will provide sub-contracted repair services for equipment used by children who are eligible for the At Home Medical Benefits Program and for Children in Care.

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

Service Deliverables

- 3.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following:

The Canadian Red Cross Society (CRCS) will continue to operate the Children's Medical Equipment Recycling and Loan Service (CMERLS) program for all eligible children across the Province.

Recycling services include loans of durable medical and biomedical equipment, exchanges for durable medical and biomedical equipment, and repair and maintenance of equipment.

Services included in this schedule apply to durable and biomedical equipment only and do not include supplies or equipment intended for single-use purposes.

Employing only qualified technical and professional staff, the CRCS will provide or deliver, or will cause to be provided or delivered, the following:

(a) Medical Equipment Loans

At the request of the therapist or of the Ministry, CRCS will provide durable medical equipment for short term or standard loan.

The Ministry will be notified of all standard loans and be provided with documentation confirming the loan.

In the event that a child's equipment requires repair, a similar piece of equipment may be loaned to the child subject to availability.

(b) Inventory and Storage

The CRCS will provide a current inventory of equipment in a format acceptable to the Ministry.

Equipment not ready for recycling will not be listed on the website or will be noted as not available.

The inventory will include all new equipment in the Lower Mainland and Coastal regions purchased by the Ministry effective May 1, 2001 and for the entire province effective July 1, 2007.

The inventory will track loans of equipment by asset number, client name and health care provider.

The CRCS will provide access for professionals, through its website, to an electronic database inventory of CMERLS equipment that is ready for loan. The electronic database will be updated as appropriate.

The CRCS will be responsible for the transportation and storage of equipment, and may authorize local disposal of medical equipment when it is no longer required by the child.

The CRCS will retain ownership for all equipment purchased by the Ministry, recycled and/or donated since May 1, 2001.

The CRCS may, at their discretion, move surplus equipment to other programs or dispose of equipment when it is no longer useful within the CMERLS program.

Ownership of equipment upon agreement, cancellation or termination of the contract will revert to the Ministry.

(c) Medical Equipment Exchanges

The CRCS will loan the child replacement equipment in the event that the original equipment loaned to the child requires replacement due to equipment failure. This is subject to the availability of equipment. The child will retain the replacement as a continuation of the initial loan.

In the event of a product recall, CRCS will ensure that all loaned equipment is exchanged in a timely manner and will further ensure that all recalled equipment in the inventory is managed in accordance with the recall advisory.

The CRCS will communicate effectively and collaboratively with the Ministry to follow protocols for repairs and maintenance of biomedical equipment and where there is insufficient stock to enable the exchange of an item needing repair or maintenance, the CRCS will advise the Ministry, and if appropriate the Ministry will arrange for an alternative.

(d) Equipment Repairs and Maintenance

The CRCS will assess equipment usability, perform cleaning, repairs and maintenance on equipment donated or returned from loan on a timely basis so that equipment may be added to the inventory as soon as possible.

CRCS will arrange for repairs and maintenance of all non-warranty durable medical and biomedical equipment owned by the CRCS to ensure that equipment in the inventory is safe and ready for loan.

Where the CRCS does not have the capacity to undertake necessary or recommended repairs, the CRCS may subcontract with qualified suppliers, as identified in the list attached to Schedule C. Such subcontracted tasks will be completed in the most efficient and cost-effective means possible.

CRCS will keep a record of all non-warranty contracted repairs coordinated by CRCS and provide this record to MCFD as part of the monthly billing submission to the Ministry.

The CRCS will ensure that all biomedical equipment is recalibrated, cleaned, and serviced to manufacturer's specifications by an approved technician and invoiced to the Ministry prior to any short term or regular loan.

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

Policies and Standards

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

- (a) Not applicable

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

(a) Not applicable

Operational Principles

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

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

Advocacy

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

Cultural Competency

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

Religious Belief or Religious Affiliation

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

Client Complaint Resolution

- 3.10 The Contractor will deal with client complaints about its delivery of the Component Services by:

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

PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS

Aggregate Maximum

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$1,526,000 in the aggregate for providing the Component Services during the Funding Period.

Payments

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) Medical Equipment Loans, Inventory & Storage, and Medical Equipment Exchanges will be paid in the amount of \$42,200 on or about the 15th day of each month commencing on the 15th day of April 2010, and continuing until the end of the funding period.
 - (b) Equipment Repairs and Maintenance will be invoiced monthly for services delivered during the previous period. Maximum billings for the Term, will not exceed, in the aggregate, \$513,200.

Unearned Revenue

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

PART V: STATEMENTS AND REPORTS

- 5.1 The Contractor will submit quarterly, unless otherwise noted, to the Province reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Component Services. The required content of these reports may include, but is not limited to, the following information:
- (a) the quantity of services (by # of hours, # of sessions, bed days, etc.) and any variance from expected and contracted deliverables,
 - (b) a description of the clients who used the services during the reporting period (by total number, by gender, by age and any other demographics relevant to the purposes and goals of the Component Services), and
 - (c) The CRCS will provide a Loans and Exchanges Report that includes:
 - o Client, Asset Number, Classification, Sub-Category and Date
 - o The CMERLS Loan Activity Report by Equipment Sub-Category
 - o The CMERLS Clients per Geographic Location Report
 - (d) The CRCS will provide an Inventory Disposal and Disposition Report including:
 - o An itemized list of all equipment moved to other Red Cross Programs
 - o A CMERLS Asset Disposal Report by:
 - o Asset Number, Classification, Sub-Category, Date and Reason
 - (e) The CRCS will provide a monthly Repairs Report Summary that includes an itemized report of repair activity by:
 - o Asset number, Classification, Sub-Category, Date and Cost
 - (f) The CRCS will provide a semi-annual Financial Report and Financial Statements including:
 - o An itemized list of the Proposed Budget to Actual Cost Statements
 - o A Summary report identifying reasons for variance in budget costs
 - o A detailed review of budget pressures, service pressures, and other information necessary to assess future costs of service.
- 5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending June 30, 2010. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.
- 5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3rd quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

PART VI: INFORMATION MANAGEMENT PLAN

Definitions

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

Document Ownership

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

(a) NOT APPLICABLE

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

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

(b) NOT APPLICABLE

- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.
- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.
- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this Agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.
- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.
- 6.8 The Contractor must keep all Documents segregated from other documents to the extent it is practical to do so, safeguard them and not permit their disposition or destruction without the prior written consent of the Province except as permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after this Agreement ends.

- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- (a) All client information including contact information, loan histories, or other information of a client specific nature shall be kept on site while the client is receiving services under this agreement and then retained by the Contractor for a further 23 years.
- 6.10 If the Contractor's Documents includes any Client Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Client Records to the Province.

Information Systems

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

PART VII: GENERAL

Property

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
- (a) CRCS owns all equipment acquired by funds paid by the Province for the duration of the contract. Upon cancellation or termination of the contract, ownership of equipment will revert to MCFD.
- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement is to be owned by the Contractor or Subcontractor as indicated:
- (a) CRCS owns all equipment acquired by funds paid by the Province for the duration of the contract. Upon cancellation or termination of the contract, ownership of equipment will revert to MCFD.

Building Code

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

Business Registration

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

Permits and Licenses

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

(a) NOT APPLICABLE

Insurance

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

Workers' Compensation Board (WCB)

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

Subcontractors

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

(a) See attached list.

Contact Information

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

Address and fax number for notices to the Province:

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

Address and fax number for notices to the Contractor:

Address: 3400 Lake City Way, Burnaby BC V5A 4Y2
Fax Number: 604-709-6675

Authorized Persons

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

(a) Contract manager

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

(a) Robert Davies, Manager, Health and Medical Equipment Services

(b) Patricia Barrett, Coordinator

Termination

7.12 For the purposes of section 12.03(b) of the Agreement, 60 days (between 30 and 365 days) written notice must be given by one party to the other that this Component Schedule is to end. In no case will length of termination notice under this section exceed the duration of the notice given in section 12.01(c) of the Agreement.

PART VIII: SERVICE SPECIFIC PROVISIONS

Criminal Records Check

8.1 In accordance with the *Criminal Records Review Act*, the Contractor will undertake a criminal record check on each staff member or other person (such as a volunteer for the Contractor) who works with children or who has access to their records.

8.2 In addition to any criminal record checks required under the *Criminal Records Review Act*, the Province hereby requires and the Contractor agrees to carry out criminal records checks on:

(a) **NOT APPLICABLE**

8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:

(a) criminal record checks have been initiated;

(b) the Contractor has acted on instructions from the adjudicator or the Province;
and

(c) all other related procedures have been followed.

Waivers Of Liability relating to Services to Children

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

Rights of Children in Care

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

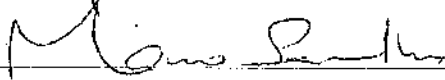
PART IX: CONFLICT RESOLUTION OFFICIALS

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

	Province	Contractor
Stage One:	Mano Sandhu, Manager	Bob Davies, Manager
Stage Two:	Arif Lalani, Director	Susan Borthwick, Director
Stage Three:	Randi Mjolsness, Executive Director	Leslie Dunning, General Manager

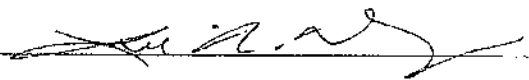
The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an
authorized representative of the
Ministry of Children and Family
Development on the 20th day of
April, 2010.



Print Name: Mano Sandhu
Print Title: Manager

SIGNED by or on behalf of the Contractor
(or by an authorized signatory of the
Contractor if a corporation) on the
31 day of MARCH,
2010.



Print Name: Leslie Dunning
Print Title: General Manager

ATTACHMENT 1 - Contractor Revenue And Expense Forecast

Contractor Revenue And Expense Forecast

Schedule # XDD1012CRCS01

Contractor Name/Address: Canadian Red Cross Society 3400 Lake City Way, Burnaby BC
V5A 4Y2

Name of Program(s)/Service(s): Medical Equipment Recycling and Loan

Reporting Period (from/to):

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

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

Comments regarding variances:

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

Signature

Date

Print Name

Print Title

ATTACHMENT 2 - Insurance Requirements

Attachment 2 to Component Schedule No. XDD1012CRCS01

Insurance

The Contractor will:

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

Insurance and Indemnity

- 2.01 In addition to the standard insurance required under this Agreement, the Contractor will provide the following insurance:
 - (a) NOT APPLICABLE



BETWEEN

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

"the Province"

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

AND

Canadian Red Cross Society

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

BACKGROUND

- A. The parties entered into an agreement number XDD1012CRCS01 and dated March 10, 2010, (the "Agreement").
- B. The parties have agreed to modify the Agreement effective May 17, 2012.

AGREEMENT

The parties agree as follows:

- To extend the end date of the contract to be June 30, 2012.
- To modify paragraph 4.1 to increase the maximum amount to be, in the aggregate, \$1,727,600 for the Term. Recurring payments in the amount of \$42,200.00 will continue to be paid on or about the 15th day of each month for the period of April-June, and equipment repairs and maintenance will be invoiced monthly for services delivered during the previous period with maximum billing for the Term not to exceed a new total of \$588,200.00
- In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the 22nd day of May, 2012

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

Authorized Representative

Name
Leah Dobell

Title
Manager, Medical Benefits and Nursing Support Services

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

Contractor or Authorized Signatory

Name

Sue Phillips

Title

Director General, Western Canada

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



CLIENT SERVICES AGREEMENT (Fixed Term)

THIS AGREEMENT (the "Agreement") dated for reference the 1st day of July, 2012.

BETWEEN:

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

(the "Province")

AND:

Canadian Red Cross Society (CRCS)

(the "Contractor")

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.01 In this Agreement:

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

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

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

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

2.0 TERM

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on July 1, 2012 and ends on March 31, 2013. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

3.0 SERVICES

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

4.0 STANDARDS

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

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

5.0 PAYMENT

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

6.0 COMPONENT SCHEDULES

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

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

7.0 REPORTS AND RECORDS

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

8.0 OWNERSHIP

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

This section continues in force after this Agreement ends.

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

9.0 AUDIT AND SERVICE EVALUATION

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

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

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

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

10.0 INSURANCE AND INDEMNITY

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

11.0 ASSIGNMENT AND SUBCONTRACTING

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

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

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

12.0 ENDING OF AGREEMENT

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

- (a) subject to section 12.06, a party has failed to comply with this Agreement in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) an Insolvency Event has occurred and the Province has given the Contractor notice that, for that reason, this Agreement has ended or will end on a specified date and that date has arrived; or
- (c) a party has given to the other party 60 days (between 30 and 365 days) written notice that this Agreement is to end and the period of notice has elapsed.

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

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

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

(c) this Agreement has ended under section 12.01.

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

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

13.0 CONFLICT RESOLUTION

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

13.02 The Province must:

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

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

14.0 NOTICES

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

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

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

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

15.0 MISCELLANEOUS

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

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

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

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

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

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

16.0 INTERPRETATION

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

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

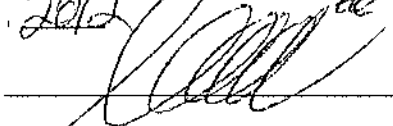
16.04 In this Agreement a reference to a statute means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it.

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

The parties have executed this Agreement as follows:

SIGNED on behalf of the
Province by an authorized representative
of the **Ministry of Children and Family**

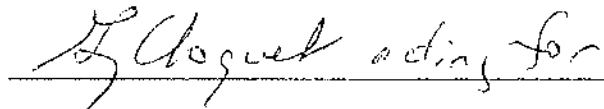
Development on the 12th day of December day of 03 dec, 2012.



Print Name: Leah Dobell
Print Title: Manager

SIGNED by or on behalf of the
Contractor (or by an authorized signatory
of the Contractor if a corporation) on the

day of 03 dec, 2012.



Print Name: Sue Phillips
Print Title: Director General Western Zone

July 2012 – March 2013

Schedule to Client Services Agreement: Additional Terms

The Parties agree to replace Section 12.09 of the Client Services Agreement with the following statement:

On the ending of this Agreement the Parties must,

- a) At the request of either Party forthwith deliver to that Party:
 - i. The requesting Party's Documents
 - ii. Any property provided the requesting Party to the other Party or owned by the requesting Party, as contemplated, respectively, by subsections (b) and (c) of section 8.01; and
- b) Comply with the provisions of the Component Schedule(s) regarding Client Records."

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

The Parties agree to replace Section 10.02 of the Client Services Agreement with the following statement:

The Contractor must indemnify and save harmless each Indemnified Person from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any negligent or other tortuous act or omission by the Contractor or by any of its agents, employees, officers, directors, or Subcontractors in providing Component Services, except liability arising out of any independent act or omission by an Indemnified Person.

Learn Deaton
mgr, Medical Benefits
Dec 11, 2012

H. Choquet a.s.m. for
Sue Phillips,
Director General,
Western Zone

COMPONENT SERVICES SCHEDULE
(FUNDING PERIOD 2012-04-01 - 2013-03-31)

PART I: INTRODUCTION

- 1.1 This Component Schedule forms part of the Agreement dated for reference the 1st day of July, 2012, (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

PART II: FUNDING PERIOD

- 2.1 The Funding Period to which this Component Schedule applies starts on July 1, 2012 and ends on March 31, 2013 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

PART III: DESCRIPTION OF COMPONENT SERVICES & RELATED PROVISIONS

Desired Outcomes

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:
- (a) The Contractor will provide a province-wide medical equipment recycling service for children eligible for the At Home Medical Benefits Program and for Children in Care.
 - (b) The Contractor will provide sub-contracted repair services for equipment used by children who are eligible for the At Home Medical Benefits Program and for Children in Care.

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

Service Deliverables

- 3.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following:

The Contractor will continue to operate the Children's Medical Equipment Recycling and Loan Service (CMERLS) program for all eligible children across the Province.

Recycling services include loans of durable medical and biomedical equipment, exchanges for durable medical and biomedical equipment, and repair and maintenance of equipment.

Services included in this schedule apply to durable and biomedical equipment only and do not include supplies or equipment intended for single-use purposes.

Employing only qualified technical and professional staff, the Contractor will provide or deliver, or will cause to be provided or delivered, the following:

(a) Medical Equipment Loans

At the request of a therapist or of the Province, the Contractor will provide durable medical equipment for short term or standard loan.

The Province will be notified of all standard loans and be provided with documentation confirming the loan.

In the event that a child's equipment requires repair, a similar piece of equipment may be loaned to the child subject to availability.

(b) Inventory and Storage

The Contractor will provide a current inventory of equipment in a format acceptable to the Province.

Equipment not ready for recycling will not be listed on the website or will be noted as not available.

The inventory will include all new equipment in the Lower Mainland and Coastal regions purchased by the Ministry effective May 1, 2001 and for the entire province effective July 1, 2007

The inventory will track loans of equipment by asset number, client name and health care provider.

The Contractor will provide access for professionals, through its website, to an electronic database inventory of CMERLS equipment that is ready for loan. The electronic database will be updated as appropriate.

The Contractor will be responsible for the transportation and storage of equipment, and may authorize local disposal of medical equipment when it is no longer required by the child.

The Contractor will retain ownership for all equipment purchased by the Province, recycled and/or donated since May 1, 2001.

The Contractor may, at their discretion, move surplus equipment to other programs or dispose of equipment when it is no longer useful within the CMERLS program.

Ownership of equipment upon agreement, cancellation or termination of the contract will revert to the Province.

(c) Medical Equipment Exchanges

The Contractor will loan the child replacement equipment in the event that the original equipment loaned to the child requires replacement due to equipment failure. This is subject to the availability of equipment. The child will retain the replacement as a continuation of the initial loan.

In the event of a product recall, Contractor will ensure that all loaned equipment is exchanged in a timely manner and will further ensure that all recalled equipment in the inventory is managed in accordance with the recall advisory.

The Contractor will communicate effectively and collaboratively with the Province to follow protocols for repairs and maintenance of biomedical equipment and where there is insufficient stock to enable the exchange of an item needing repair or maintenance, the Contractor will advise the Province, and if appropriate the Province will arrange for an alternative.

(d) Equipment Repairs and Maintenance

The Contractor will assess equipment usability, perform cleaning, repairs and maintenance on equipment donated or returned from loan on a timely basis so that equipment may be added to the inventory as soon as possible.

The Contractor will arrange for repairs and maintenance of all non-warranty durable medical and biomedical equipment owned by the Contractor to ensure that equipment in the inventory is safe and ready for loan.

Where the Contractor does not have the capacity to undertake necessary or recommended repairs, the Contractor may subcontract with qualified suppliers, as identified in the list attached to Schedule C. Such subcontracted tasks will be completed in the most efficient and cost-effective means possible.

The Contractor will keep a record of all non-warranty contracted repairs coordinated by the Contractor and provide this record to the Province as part of the monthly billing submission to the Province.

The Contractor will ensure that all biomedical equipment is recalibrated, cleaned, and serviced to manufacturer's specifications by an approved technician and invoiced to the Province prior to any short term or regular loan.

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

Policies and Standards

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

- (a) Not applicable

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

(a) Not applicable

Operational Principles

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

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

Advocacy

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

Cultural Competency

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

Religious Belief or Religious Affiliation

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

Client Complaint Resolution

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

PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS

Aggregate Maximum

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$604,929 in the aggregate for providing the Component Services during the Funding Period.

Payments

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) Medical Equipment Loans, Inventory & Storage, and Medical Equipment Exchanges will be paid in the monthly amount of \$45,592 on or about the 15th day of each month commencing on the 15th day of July 2012, and continuing until the end of the funding period, for a total of \$410,328 for the Term.
 - (b) Equipment Repairs and Maintenance will be invoiced monthly for services delivered during the previous period. Maximum billings for the Term, will not exceed, in the aggregate, \$184,425
 - (c) A one-time payment of \$10,176 will be paid with the first monthly payment to make up for funds lost by extending the previous contract until June 30, 2012

Unearned Revenue

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

PART V: STATEMENTS AND REPORTS

- 5.1 The Contractor will submit quarterly, unless otherwise noted, to the Province reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Component Services. The required content of these reports may include, but is not limited to, the following information:
- (a) the quantity of services (by # of hours, # of sessions, bed days, etc.) and any variance from expected and contracted deliverables,
 - (b) a description of the clients who used the services during the reporting period (by total number, by gender, by age and any other demographics relevant to the purposes and goals of the Component Services), and
 - (c) The Contractor will provide a Loans and Exchanges Report that includes:
 - o Client, Asset Number, Classification, Sub-Category and Date
 - o The CMERLS Loan Activity Report by Equipment Sub-Category
 - o The CMERLS Clients per Geographic Location Report
 - (d) The Contractor will provide an Inventory Disposal and Disposition Report including:
 - o An itemized list of all equipment moved to other Red Cross Programs
 - o A CMERLS Asset Disposal Report by:
 - o Asset Number, Classification, Sub-Category, Date and Reason
 - (e) The Contractor will provide a monthly Repairs Report Summary that includes an itemized report of repair activity by:
 - o Asset number, Classification, Sub-Category, Date and Cost
 - (f) The Contractor will provide a semi-annual Financial Report and Financial Statements including:
 - o An itemized list of the Proposed Budget to Actual Cost Statements
 - o A Summary report identifying reasons for variance in budget costs
 - o A detailed review of budget pressures, service pressures, and other information necessary to assess future costs of service.
- 5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending September 30, 2012. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.
- 5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3rd quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

PART VI: INFORMATION MANAGEMENT PLAN

Definitions

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

Document Ownership

- 6.2 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:
- (a) All accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement;
 - (b) Client Records containing Personal Information created or produced by the Contractor as a result of this Agreement and as defined in a Component Schedule, except those records specified as Province's Documents in a Component Schedule;
 - (c) Records containing personal information of the Contractor's employees
- 6.3 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:
- (a) any Client Records excluded under section 6.1 of this Component Schedule;
 - (b) all documents, other than Contractor's Documents, received from the Province by the Contractor or any Subcontractor as a result of this agreement including findings, software, data, specifications, drawings, reports and documents
- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.
- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.
- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this Agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.
- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written

consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.

- 6.8 The Contractor must keep all Documents segregated from other documents to the extent it is practical to do so, safeguard them and not permit their disposition or destruction without the prior written consent of the Province except as permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after this Agreement ends.
- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- (a) All client information including contact information, loan histories, or other information of a client specific nature shall be kept on site while the client is receiving services under this agreement and then retained by the Contractor for a further 23 years.
- 6.10 If the Contractor's Documents includes any Client Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Client Records to the Province.

Information Systems

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

PART VII: GENERAL

Property

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
- (a) The Contractor owns all equipment acquired by funds paid by the Province for the duration of the contract. Upon cancellation or termination of the contract, ownership of equipment will revert to the Province.

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

- (a) The Contractor owns all equipment acquired by funds paid by the Province for the duration of the contract. Upon cancellation or termination of the contract, ownership of equipment will revert to the Province.

Building Code

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

Business Registration

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

Permits and Licenses

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

- (a) NOT APPLICABLE

Insurance

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

Workers' Compensation Board (WCB)

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

Subcontractors

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

- (a) See attached list.

Contact Information

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

Address and fax number for notices to the Province:

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

Address and fax number for notices to the Contractor:

Address: 3400 Lake City Way, Burnaby BC V5A 4Y2
Fax Number: 604-709-6685

Authorized Persons

- 7.10 In addition to the persons listed in the section 15.13 of the Agreement, any of the following persons may act for the Province in relation to the Component Services:
- (a) Operations Supervisor, Medical Benefits
 - (b) Executive Director, Specialized Provincial Services
- 7.11 The Contractor designates any of the following persons, identified by name or position title to act for the Contractor in relation to this Agreement:
- (a) Robert Davies, Manager, Health and Medical Equipment Services
 - (b) Patricia Barrett, Coordinator

Termination

- 7.12 For the purposes of section 12.03(b) of the Agreement, 60 days (between 30 and 365 days) written notice must be given by one party to the other that this Component Schedule is to end. In no case will length of termination notice under this section exceed the duration of the notice given in section 12.01(c) of the Agreement.

PART VIII: SERVICE SPECIFIC PROVISIONS

Criminal Records Check

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

(a) **NOT APPLICABLE**

8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:

- (a) criminal record checks have been initiated;
- (b) the Contractor has acted on instructions from the adjudicator or the Province; and
- (c) all other related procedures have been followed.

Waivers Of Liability relating to Services to Children

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

Rights of Children in Care

8.5 If the Contractor is providing Component Services to children in care under the Child, Family and Community Service Act, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:

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


PART IX: CONFLICT RESOLUTION OFFICIALS

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

	Province	Contractor
Stage One:	Manager, Medical Benefits	Bob Davies, Manager
Stage Two:	Executive Director, Specialized Provincial Services	Kimberly Nemrava, Provincial Director
Stage Three:	ADM or Designate	Sue Phillips, Director General Western Zone

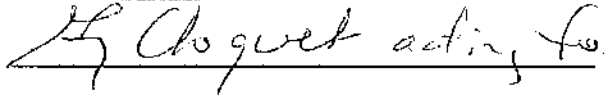
The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an
authorized representative of the
Ministry of Children and Family
Development on the 11 day of
December, 2012.



Print Name: Leann Dobell
Print Title: Manager, Medical Benefits

SIGNED by or on behalf of the Contractor
(or by an authorized signatory of the
Contractor if a corporation) on the
03 day of December,
2012.



Print Name: Sue Phillips
Print Title: Director General,
Western Zone

ATTACHMENT 1 - Contractor Revenue And Expense Forecast

Contractor Revenue And Expense Forecast

Schedule # XDD1012CRCS01

Contractor Name/Address: Canadian Red Cross Society 3400 Lake City Way, Burnaby BC
V5A 4Y2

Name of Program(s)/Service(s): Medical Equipment Recycling and Loan

Reporting Period (from/to): _____

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

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

Comments regarding variances:

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

Signature _____

Date _____

Print Name _____

Print Title _____

ATTACHMENT 2 - Insurance Requirements

Attachment 2 to Component Schedule No. XDD1012CRCS01

Insurance

The Contractor will:

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

Insurance and indemnity

- 2.01 In addition to the standard insurance required under this Agreement, the Contractor will provide the following insurance:
 - (a) NOT APPLICABLE



**CLIENT SERVICES AGREEMENT
(Fixed Term)**

THIS AGREEMENT (the "Agreement") dated for reference the 1st day of April, 2013.

BETWEEN:

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

(the "Province")

AND:

Canadian Red Cross Society (CRCS)

(the "Contractor")

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.01 In this Agreement:

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

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

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

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

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

2.0 TERM

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on April 1, 2013 and ends on March 31, 2014. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

3.0 SERVICES

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

4.0 STANDARDS

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

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

5.0 PAYMENT

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

6.0 COMPONENT SCHEDULES

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

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

7.0 REPORTS AND RECORDS

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

8.0 OWNERSHIP

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

This section continues in force after this Agreement ends.

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

9.0 AUDIT AND SERVICE EVALUATION

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

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

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

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

10.0 INSURANCE AND INDEMNITY

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

11.0 ASSIGNMENT AND SUBCONTRACTING

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

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

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

12.0 ENDING OF AGREEMENT

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

- (a) subject to section 12.06, a party has failed to comply with this Agreement in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) an Insolvency Event has occurred and the Province has given the Contractor notice that, for that reason, this Agreement has ended or will end on a specified date and that date has arrived; or
- (c) a party has given to the other party 60 days (between 30 and 365 days) written notice that this Agreement is to end and the period of notice has elapsed.

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

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

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

(c) this Agreement has ended under section 12.01.

12.04 If a Component Schedule ends under section 12.03(b), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedule which equals the portion of the Component Services that was completed in accordance with this Agreement before the Component Schedule ended. That payment, discharges the Province from all liability to the Contractor under the Component Schedule for all time.

12.05 If this Agreement ends under section 12.01(c) or 12.03 (b), the parties will develop a negotiated withdrawal of services plan which may include adjustments to the Services or Component Services, as the case may be, during the notice period and where such adjustments constitute a Material Change the parties may renegotiate the applicable Component Schedule or Schedules.

12.06 Despite subsection (a) of sections 12.01 and 12.03, the Province may immediately end this Agreement or a Component Schedule, as the case may be, if the Province determines that the Contractor's failure to comply places the health or safety of any person receiving the Services at immediate risk.

12.07 The notices described in section 12.01(c) and 12.03(b) may be given for any reason and at any time.

12.08 A party ending this Agreement under section 12.01(a), ending a Component Schedule under section 12.03(a) or under section 12.06 may at any time during or after the Term pursue other remedies as well.

12.09 On the ending of this Agreement the Contractor must,

(a) at the request of the Province forthwith deliver to the Province:

(i) the Province's Documents, and

(ii) any property provided by the Province to the Contractor or owned by the Province, as contemplated, respectively, by subsections (b) and (c) of section 8.01; and

(b) comply with the provisions of the Component Schedule(s) regarding Client Records.

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

13.0 CONFLICT RESOLUTION

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

13.02 The Province must:

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

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

14.0 NOTICES

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

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

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

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

15.0 MISCELLANEOUS

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

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

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

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

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

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

16.0 INTERPRETATION

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

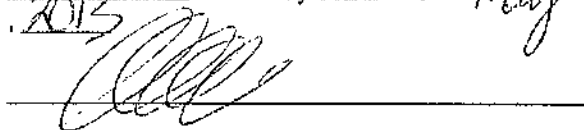
- (a) references to sections by number are to sections of this Agreement;
- (b) where a period "starts" or "ends" on a date, the period includes that date;
- (c) references to days are to calendar days; and
- (d) references to this Agreement include all Component Schedules attached to this Agreement.

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

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

The parties have executed this Agreement as follows:

SIGNED on behalf of the
Province by an authorized representative
of the **Ministry of Children and Family
Development** on the 22nd day of May
2013



Print Name: Leah Dobell
Print Title: Manager, Medical Benefits

SIGNED by or on behalf of the
Contractor (or by an authorized signatory
of the Contractor if a corporation) on the
day of 14th May 2013



Print Name: Sue Phillips
Print Title: Director General Western Zone

COMPONENT SERVICES SCHEDULE
(FUNDING PERIOD 2013-04-01 - 2014-03-31)

PART I: INTRODUCTION

- 1.1 This Component Schedule forms part of the Agreement dated for reference the 1st day of April, 2013 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

PART II: FUNDING PERIOD

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2013 and ends on March 31, 2014 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

PART III: DESCRIPTION OF COMPONENT SERVICES & RELATED PROVISIONS

Desired Outcomes

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:
 - (a) The Contractor will provide a province-wide medical equipment recycling service for children eligible for the At Home Medical Benefits Program and for Children in Care.
 - (b) The Contractor will provide sub-contracted repair services for equipment used by children who are eligible for the At Home Medical Benefits Program and for Children in Care.

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

Service Deliverables

- 3.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following:

The Contractor will continue to operate the Children's Medical Equipment Recycling and Loan Service (CMERLS) program for all eligible children across the Province.

Recycling services include loans of durable medical and biomedical equipment, exchanges for durable medical and biomedical equipment, and repair and maintenance of equipment.

Services included in this schedule apply to durable and biomedical equipment only and do not include supplies or equipment intended for single-use purposes.

Employing only qualified technical and professional staff, the Contractor will provide or deliver, or will cause to be provided or delivered, the following:

(a) Medical Equipment Loans

At the request of a therapist or of the Province, the Contractor will provide durable medical equipment for short term or standard loan.

The Province will be notified of all standard loans and be provided with documentation confirming the loan.

In the event that a child's equipment requires repair, a similar piece of equipment may be loaned to the child subject to availability.

(b) Inventory and Storage

The Contractor will provide a current inventory of equipment in a format acceptable to the Province.

Equipment not ready for recycling will not be listed on the website or will be noted as not available.

The inventory will include all new equipment in the Lower Mainland and Coastal regions purchased by the Ministry effective May 1, 2001 and for the entire province effective July 1, 2007.

The inventory will track loans of equipment by asset number, client name and health care provider.

The Contractor will provide access for professionals, through its website, to an electronic database inventory of CMERLS equipment that is ready for loan. The electronic database will be updated as appropriate.

The Contractor will be responsible for the transportation and storage of equipment, and may authorize local disposal of medical equipment when it is no longer required by the child.

The Contractor will retain ownership for all equipment purchased by the Province, recycled and/or donated since May 1, 2001.

The Contractor may, at their discretion, move surplus equipment to other programs or dispose of equipment when it is no longer useful within the CMERLS program.

Ownership of equipment upon agreement, cancellation or termination of the contract will revert to the Province.

(c) Medical Equipment Exchanges

The Contractor will loan the child replacement equipment in the event that the original equipment loaned to the child requires replacement due to equipment failure. This is subject to the availability of equipment. The child will retain the replacement as a continuation of the initial loan.

In the event of a product recall, Contractor will ensure that all loaned equipment is exchanged in a timely manner and will further ensure that all recalled equipment in the inventory is managed in accordance with the recall advisory.

The Contractor will communicate effectively and collaboratively with the Province to follow protocols for repairs and maintenance of biomedical equipment and where there is insufficient stock to enable the exchange of an item needing repair or maintenance, the Contractor will advise the Province, and if appropriate the Province will arrange for an alternative.

(d) Equipment Repairs and Maintenance

The Contractor will assess equipment usability, perform cleaning, repairs and maintenance on equipment donated or returned from loan on a timely basis so that equipment may be added to the inventory as soon as possible.

The Contractor will arrange for repairs and maintenance of all non-warranty durable medical and biomedical equipment owned by the Contractor to ensure that equipment in the inventory is safe and ready for loan.

Where the Contractor does not have the capacity to undertake necessary or recommended repairs, the Contractor may subcontract with qualified suppliers, as identified in the list attached to Schedule C. Such subcontracted tasks will be completed in the most efficient and cost-effective means possible.

The Contractor will keep a record of all non-warranty contracted repairs coordinated by the Contractor and provide this record to the Province as part of the monthly billing submission to the Province.

The Contractor will ensure that all biomedical equipment is recalibrated, cleaned, and serviced to manufacturer's specifications by an approved technician and invoiced to the Province prior to any short term or regular loan.

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

Policies and Standards

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

- (a) Not applicable

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

(a) Not applicable

Operational Principles

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

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

Advocacy

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

Cultural Competency

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

Religious Belief or Religious Affiliation

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

Client Complaint Resolution

- 3.10 The Contractor will deal with client complaints about its delivery of the Component Services by:

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

PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS

Aggregate Maximum

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$793,004 in the aggregate for providing the Component Services during the Funding Period.

Payments

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) Medical Equipment Loans, Inventory & Storage, and Medical Equipment Exchanges will be paid in the monthly amount of \$45,592 on or about the 15th day of each month commencing on the 15th day of April, 2013, and continuing until the end of the funding period, for a total of \$547,104 for the Term.
 - (b) Equipment Repairs and Maintenance will be invoiced monthly for services delivered during the previous period. Maximum billings for the Term, will not exceed, in the aggregate, \$245,900

Unearned Revenue

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

PART V: STATEMENTS AND REPORTS

- 5.1 The Contractor will submit quarterly, unless otherwise noted, to the Province reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Component Services. The required content of these reports may include, but is not limited to, the following information:
- (a) the quantity of services (by # of hours, # of sessions, bed days, etc.) and any variance from expected and contracted deliverables,
 - (b) a description of the clients who used the services during the reporting period (by total number, by gender, by age and any other demographics relevant to the purposes and goals of the Component Services), and
 - (c) The Contractor will provide a Loans and Exchanges Report that includes:
 - o Client, Asset Number, Classification, Sub-Category and Date
 - o The CMERLS Loan Activity Report by Equipment Sub-Category
 - o The CMERLS Clients per Geographic Location Report
 - (d) The Contractor will provide an Inventory Disposal and Disposition Report including:
 - o An itemized list of all equipment moved to other Red Cross Programs
 - o A CMERLS Asset Disposal Report by:
 - o Asset Number, Classification, Sub-Category, Date and Reason
 - (e) The Contractor will provide a monthly Repairs Report Summary that includes an itemized report of repair activity by:
 - o Asset number, Classification, Sub-Category, Date and Cost
 - (f) The Contractor will provide a semi-annual Financial Report and Financial Statements including:
 - o An itemized list of the Proposed Budget to Actual Cost Statements
 - o A Summary report identifying reasons for variance in budget costs
 - o A detailed review of budget pressures, service pressures, and other information necessary to assess future costs of service.
- 5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending September 30, 2013. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.
- 5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3rd quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

PART VI: INFORMATION MANAGEMENT PLAN

Definitions

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

Document Ownership

- 6.2 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:
- (a) All accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement;
 - (b) Client Records containing Personal Information created or produced by the Contractor as a result of this Agreement and as defined in a Component Schedule, except those records specified as Province's Documents in a Component Schedule;
 - (c) Records containing personal information of the Contractor's employees
- 6.3 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:
- (a) any Client Records excluded under section 6.1 of this Component Schedule;
 - (b) all documents, other than Contractor's Documents, received from the Province by the Contractor or any Subcontractor as a result of this agreement including findings, software, data, specifications, drawings, reports and documents
- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.
- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.
- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this Agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.
- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written

consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.

- 6.8 The Contractor must keep all Documents segregated from other documents to the extent it is practical to do so, safeguard them and not permit their disposition or destruction without the prior written consent of the Province except as permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after this Agreement ends.
- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- (a) All client information including contact information, loan histories, or other information of a client specific nature shall be kept on site while the client is receiving services under this agreement and then retained by the Contractor for a further 23 years.
- 6.10 If the Contractor's Documents includes any Client Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Client Records to the Province.

Information Systems

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

PART VII: GENERAL

Property

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
- (a) The Contractor owns all equipment acquired by funds paid by the Province for the duration of the contract. Upon cancellation or termination of the contract, ownership of equipment will revert to the Province.

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

- (a) The Contractor owns all equipment acquired by funds paid by the Province for the duration of the contract. Upon cancellation or termination of the contract, ownership of equipment will revert to the Province.

Building Code

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

Business Registration

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

Permits and Licenses

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

Insurance

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

Workers' Compensation Board (WCB)

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

Subcontractors

- 7.8 The following persons or group of persons, are specified as Subcontractors under section 11.01 of the Agreement:
- (a) See attached list.

Contact Information

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

Address and fax number for notices to the Province:

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

Address and fax number for notices to the Contractor:

Address: 3400 Lake City Way, Burnaby BC V5A 4Y2
Fax Number: 604-709-6685

Authorized Persons

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

- (a) Operations Supervisor, Medical Benefits
- (b) Executive Director, Specialized Provincial Services

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

- (a) Robert Davies, Manager, Health and Medical Equipment Services
- (b) Patricia Barrett, Coordinator

Termination

- 7.12 For the purposes of section 12.03(b) of the Agreement, 60 days (between 30 and 365 days) written notice must be given by one party to the other that this Component Schedule is to end. In no case will length of termination notice under this section exceed the duration of the notice given in section 12.01(c) of the Agreement.

PART VIII: SERVICE SPECIFIC PROVISIONS

Criminal Records Check

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

(a) NOT APPLICABLE

8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:

- (a) criminal record checks have been initiated;
- (b) the Contractor has acted on instructions from the adjudicator or the Province; and
- (c) all other related procedures have been followed.

Waivers Of Liability relating to Services to Children

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

Rights of Children in Care

8.5 If the Contractor is providing Component Services to children in care under the Child, Family and Community Service Act, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:

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

PART IX: CONFLICT RESOLUTION OFFICIALS

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

	Province	Contractor
Stage One:	Manager, Medical Benefits	Bob Davies, Manager
Stage Two:	Executive Director, Provincial Services	Kimberly Nemrava, Provincial Director
Stage Three:	ADM or Designate	Sue Phillips, Director General Western Zone

The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an authorized representative of the Ministry of Children and Family Development on the 22nd day of May, 2013

Print Name: Leah Dobell
Print Title: Manager, Medical Benefits

SIGNED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the 1st day of May, 2013

Print Name: Sue Phillips
Print Title: Director General, Western Zone

ATTACHMENT 1 - Contractor Revenue And Expense Forecast

Contractor Revenue And Expense Forecast

Schedule # XDD1012CRCS01

Contractor Name/Address: Canadian Red Cross Society 3400 Lake City Way, Burnaby BC
V5A 4Y2

Name of Program(s)/Service(s): Medical Equipment Recycling and Loan

Reporting Period (from/to): _____

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

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

Comments regarding variances:

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

Signature _____

Date _____

Print Name _____

Print Title _____

ATTACHMENT 2 - Insurance Requirements

Attachment 2 to Component Schedule No. XDD1012CRCS01

Insurance

The Contractor will:

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

Insurance and Indemnity

- 2.01 In addition to the standard insurance required under this Agreement, the Contractor will provide the following insurance:
 - (a) NOT APPLICABLE

April, 2013 – March 2014

Schedule to Client Services Agreement: Additional Terms

The Parties agree to replace Section 12.09 of the Client Services Agreement with the following statement:

On the ending of this Agreement the Parties must,

- a) At the request of either Party forthwith deliver to that Party:
 - i. The requesting Party's Documents
 - ii. Any property provided the requesting Party to the other Party or owned by the requesting Party, as contemplated, respectively, by subsections (b) and (c) of section 8.01; and
- b) Comply with the provisions of the Component Schedule(s) regarding Client Records."

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

The Parties agree to replace Section 10.02 of the Client Services Agreement with the following statement:

The Contractor must indemnify and save harmless each Indemnified Person from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any negligent or other tortuous act or omission by the Contractor or by any of its agents, employees, officers, directors, or Subcontractors in providing Component Services, except liability arising out of any independent act or omission by an Indemnified Person.

SIGNED on behalf of the Province by an
Authorized representative of the
Ministry of Children and Family
Development on the 22nd day of
May, 2013



Leah Dobell
Manager, Medical Benefits
MCFD

SIGNED by or on behalf of the Contractor
(or by an authorized signatory of the
Contractor if a corporation) on the
14th day of May
2013



Sue Phillips
Director General, Western Zone
CRCS

Schedule E PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between Her Majesty the Queen in right of the Province of British Columbia represented by Ministry of Children and Family Development (the "Province") and the Canadian Red Cross Society (the "Contractor") respecting XDD1012CRS01 (the "Agreement").

Definitions

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

Purpose

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

Collection of personal information

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

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

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

Notice of foreign demands for disclosure

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

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



**CLIENT SERVICES AGREEMENT
(Fixed Term)**

THIS AGREEMENT (the "Agreement") dated for reference the 1st day of April, 2014.

BETWEEN:

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

(the "Province")

AND:

Canadian Red Cross Society (CRCS)

(the "Contractor")

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.01 In this Agreement:

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

(e) **"Conflict Resolution Protocol"** means the protocol issued by the Province in August 1998 governing resolution of conflicts under "Continuing Agreements", as that protocol may be changed by the Province from time to time in accordance with section 13.02;

(f) **"Contractor's Documents"** means

- (i) all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement;
- (ii) Client Records containing Personal Information created or produced by the Contractor as a result of this Agreement and as defined in a Component Schedule, except those records specified as Province's Documents in a Component Schedule, and
- (iii) any documents specified as "Contractor's Documents" in a Component Schedule

whether complete or not;

(g) **"Documents"** means the Contractor's Documents and the Province's Documents;

(h) **"Implementation Protocol"** means the protocol issued by the Province in 1999 governing the implementation of contract reform in the Ministry of Children and Family Development;

(i) **"Indemnified Person"** means the Province and each of its employees and agents;

(j) **"Insolvency Event"** means any of the following events, as applicable

- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
- (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency,
- (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act (Canada)* is made by the Contractor,
- (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act (Canada)*,
- (v) a receiver or receiver-manager of any of the Contractor's property is appointed, or
- (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern;

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

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

2.0 TERM

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on April 1, 2014 and ends on March 31, 2015. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

3.0 SERVICES

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

4.0 STANDARDS

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

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

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

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

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

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

5.0 PAYMENT

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

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

5.03 The Province's obligation to pay money to the Contractor under this Agreement is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation, made in an annual vote in the Legislative Assembly which follows the Estimates Debate, being available in the fiscal year of the Province during which payment becomes due.

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

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

6.0 COMPONENT SCHEDULES

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

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

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

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

7.0 REPORTS AND RECORDS

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

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

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

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

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

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

8.0 OWNERSHIP

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

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

This section continues in force after this Agreement ends.

8.02 Upon the Province's request, the Contractor must deliver to the Province any of the Province's Documents and any property described in section 8.01 as soon as it is practical to do so. This section continues in force after this Agreement ends.

8.03 Agreements between the parties concerning ownership, funding and use of property may be the subject of separate agreements. Where property is funded under a separate agreement, no funding for that property shall be provided under any Component Schedule(s) attached to this Agreement.

8.04 The Province acknowledges and agrees that the Contractor exclusively owns the Contractor's Documents including copyright therein. This section continues in force after this Agreement ends.

9.0 AUDIT AND SERVICE EVALUATION

9.01 The Contractor will upon the Province's request deliver, as determined in accordance with the criteria set out below, its annual financial statement to the Province not later than 6 months after the end of the Contractor's fiscal year. This requirement will be waived by the Province for Services funded through standard rates for payment set by the Province. An annual financial statement must be completed in accordance with generally accepted accounting principles. Criteria for financial statement reporting requirements under this section are based on total revenue received by the Contractor from the Province within a fiscal year and are as follows:

- (a) under \$50,000, no financial reporting is required for that fiscal year;
- (b) \$50,000 through \$99,999, the Contractor is required to submit an annual financial statement (no requirement for audit or review of the statements) for that fiscal year;
- (c) \$100,000 through \$499,999, the Contractor is required to submit an annual review of its financial statement rather than an audit for that fiscal year; and
- (d) \$500,000 or above, the Contractor is required to submit an annual financial statement audit for that fiscal year.

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

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

9.03 The Province acknowledges that all financial statements and reports delivered by the Contractor to the Province under section 9.01 (and any other financial information obtained by the Province from the Contractor under sections 7.01 or 9.05) are supplied on a confidential basis. The Province must not permit their disclosure without the Contractor's prior written consent except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*. The Province's internal use of this information will be limited to appropriate staff on a "need to know" basis. This section will continue in force after this Agreement ends.

9.04 In addition to any other rights of the Province to obtain information under this Agreement, the Province may, at its own expense, conduct audits of the Contractor in accordance with the Audit and Evaluation Protocol upon reasonable notice to the Contractor and at reasonable times. The Contractor must fully co-operate with the Province in the conduct of audits under this section. For the purpose of determining the Contractor's compliance with the provisions of the Agreement, this section will continue in force even after this Agreement ends.

9.05 The Contractor must permit a designated official of the Province, of appropriate position and qualification, at all reasonable times and upon reasonable notice, to enter any premises used by the Contractor to provide Services or to keep any of the Documents in order for the Province to inspect those premises and any equipment located there and to inspect and copy the Documents. Unless the Documents are delivered to the Province in accordance with the provisions of this Agreement or by separate agreement of the parties, the Contractor's obligation under this section will continue indefinitely, even after this Agreement ends.

9.06 The Province must:

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

9.07 The Audit and Evaluation Protocol is part of this Agreement even though not attached to it.

10.0 INSURANCE AND INDEMNITY

10.01 Unless otherwise specified in the applicable Component Schedule, the Contractor must maintain and pay for insurance relating to the Contractor's performance of Component Services on the terms, including form, amounts, and deductibles, outlined in the applicable Schedule, as those terms may be modified by the Province from time to time in accordance with that schedule.

10.02 The Contractor must indemnify and save harmless each Indemnified Person from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Contractor or by any of its agents, employees, officers, directors, or Subcontractors in providing Component Services, except liability arising out of any independent negligent act by an Indemnified Person.

11.0 ASSIGNMENT AND SUBCONTRACTING

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

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

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

12.0 ENDING OF AGREEMENT

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

- (a) subject to section 12.06, a party has failed to comply with this Agreement in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) an Insolvency Event has occurred and the Province has given the Contractor notice that, for that reason, this Agreement has ended or will end on a specified date and that date has arrived; or
- (c) a party has given to the other party 60 days (between 30 and 365 days) written notice that this Agreement is to end and the period of notice has elapsed.

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

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

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

(c) this Agreement has ended under section 12.01.

12.04 If a Component Schedule ends under section 12.03(b), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedule which equals the portion of the Component Services that was completed in accordance with this Agreement before the Component Schedule ended. That payment, discharges the Province from all liability to the Contractor under the Component Schedule for all time.

12.05 If this Agreement ends under section 12.01(c) or 12.03 (b), the parties will develop a negotiated withdrawal of services plan which may include adjustments to the Services or Component Services, as the case may be, during the notice period and where such adjustments constitute a Material Change the parties may renegotiate the applicable Component Schedule or Schedules.

12.06 Despite subsection (a) of sections 12.01 and 12.03, the Province may immediately end this Agreement or a Component Schedule, as the case may be, if the Province determines that the Contractor's failure to comply places the health or safety of any person receiving the Services at immediate risk.

12.07 The notices described in section 12.01(c) and 12.03(b) may be given for any reason and at any time.

12.08 A party ending this Agreement under section 12.01(a), ending a Component Schedule under section 12.03(a) or under section 12.06 may at any time during or after the Term pursue other remedies as well.

12.09 On the ending of this Agreement the Contractor must,

(a) at the request of the Province forthwith deliver to the Province:

(i) the Province's Documents, and

(ii) any property provided by the Province to the Contractor or owned by the Province, as contemplated, respectively, by subsections (b) and (c) of section 8.01; and

(b) comply with the provisions of the Component Schedule(s) regarding Client Records.

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

13.0 CONFLICT RESOLUTION

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

13.02 The Province must:

(a) prior to making any change to the Conflict Resolution Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol; and

(b) give the Contractor written notice of any change to the Conflict Resolution Protocol.

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

14.0 NOTICES

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

(a) if relating to Component Services described in a single Component Schedule, as specified in that Component Schedule;

(b) if relating to Component Services described in more than one Component Schedule, as specified in each Component Schedule; or

(c) if relating to all Services or this Agreement generally, as specified in all Component Schedules.

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

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

15.0 MISCELLANEOUS

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

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

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

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

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

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

16.0 INTERPRETATION

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

(a) references to sections by number are to sections of this Agreement;

(b) where a period "starts" or "ends" on a date, the period includes that date;

(c) references to days are to calendar days; and

(d) references to this Agreement include all Component Schedules attached to this Agreement.

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

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

The parties have executed this Agreement as follows:

SIGNED on behalf of the
Province by an authorized representative
of the **Ministry of Children and Family
Development** on the 25th day of June
2014.

Print Name: Leah Dobell
Print Title: Manager, Medical Benefits

SIGNED by or on behalf of the
Contractor (or by an authorized signatory
of the Contractor if a corporation) on the 5th
day of June, 2014.

Sue Phillips
Print Name: Sue Phillips
Print Title: Director General Western Zone

**COMPONENT SERVICES SCHEDULE
(FUNDING PERIOD 2014-04-01 - 2015-03-31)****PART I: INTRODUCTION**

- 1.1 This Component Schedule forms part of the Agreement dated for reference the 1st day of April, 2014 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

PART II: FUNDING PERIOD

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2014 and ends on March 31, 2015 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

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

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:
 - (a) The Contractor will provide a province-wide medical equipment recycling service for children eligible for the At Home Medical Benefits Program and for Children in Care.
 - (b) The Contractor will provide sub-contracted repair services for equipment used by children who are eligible for the At Home Medical Benefits Program and for Children in Care.

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

Service Deliverables

- 3.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following:

The Contractor will continue to operate the Children's Medical Equipment Recycling and Loan Service (CMERLS) program for all eligible children across the Province.

Recycling services include loans of durable medical and biomedical equipment, exchanges for durable medical and biomedical equipment, and repair and maintenance of equipment.

Services included in this schedule apply to durable and biomedical equipment only and do not include supplies or equipment intended for single-use purposes.

Employing only qualified technical and professional staff, the Contractor will provide or deliver, or will cause to be provided or delivered, the following:

(a) Medical Equipment Loans

At the request of a therapist or of the Province, the Contractor will provide durable medical equipment for short term or standard loan.

The Province will be notified of all standard loans and be provided with documentation confirming the loan.

In the event that a child's equipment requires repair, a similar piece of equipment may be loaned to the child subject to availability.

(b) Inventory and Storage

The Contractor will provide a current inventory of equipment in a format acceptable to the Province.

Equipment not ready for recycling will not be listed on the website or will be noted as not available.

The inventory will include all new equipment in the Lower Mainland and Coastal regions purchased by the Ministry effective May 1, 2001 and for the entire province effective July 1, 2007.

The inventory will track loans of equipment by asset number, client name and health care provider.

The Contractor will provide access for professionals, through its website, to an electronic database inventory of CMERLS equipment that is ready for loan. The electronic database will be updated as appropriate.

The Contractor will be responsible for the transportation and storage of equipment, and may authorize local disposal of medical equipment when it is no longer required by the child.

The Contractor will retain ownership for all equipment purchased by the Province, recycled and/or donated since May 1, 2001.

The Contractor may, at their discretion, move surplus equipment to other programs or dispose of equipment when it is no longer useful within the CMERLS program.

Ownership of equipment upon agreement, cancellation or termination of the contract will revert to the Province.

(c) Medical Equipment Exchanges

The Contractor will loan the child replacement equipment in the event that the original equipment loaned to the child requires replacement due to equipment failure. This is subject to the availability of equipment. The child will retain the replacement as a continuation of the initial loan.

In the event of a product recall, Contractor will ensure that all loaned equipment is exchanged in a timely manner and will further ensure that all recalled equipment in the inventory is managed in accordance with the recall advisory.

The Province acknowledges that as the purchaser of certain equipment used by the Contractor for CMERLS, the Province may receive information or notice of a product recall that is not provided to the users or to the public generally. In the event that the Province is notified of a product recall regarding equipment provided to the Contractor under this contract, the Province shall notify the Contractor of such information or notice of product recall within commercially reasonable time period.

The Contractor will communicate effectively and collaboratively with the Province to follow protocols for repairs and maintenance of biomedical equipment and where there is insufficient stock to enable the exchange of an item needing repair or maintenance, the Contractor will advise the Province, and if appropriate the Province will arrange for an alternative.

(d) Equipment Repairs and Maintenance

The Contractor will assess equipment usability, perform cleaning, repairs and maintenance on equipment donated or returned from loan on a timely basis so that equipment may be added to the inventory as soon as possible.

The Contractor will arrange for repairs and maintenance of all non-warranty durable medical and biomedical equipment owned by the Contractor to ensure that equipment in the inventory is safe and ready for loan.

Where the Contractor does not have the capacity to undertake necessary or recommended repairs, the Contractor may subcontract with qualified suppliers, as identified in the list attached to Schedule C. Such subcontracted tasks will be completed in the most efficient and cost-effective means possible.

The Contractor will keep a record of all non-warranty contracted repairs coordinated by the Contractor and provide this record to the Province as part of the monthly billing submission to the Province.

The Contractor will ensure that all biomedical equipment is recalibrated, cleaned, and serviced to manufacturer's specifications by an approved technician and invoiced to the Province prior to any short term or regular loan.

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

Policies and Standards

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

(a) Not applicable

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

(a) Not applicable

Operational Principles

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

(a) clients, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;

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

Advocacy

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

Cultural Competency

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

Religious Belief or Religious Affiliation

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

Client Complaint Resolution

3.10 The Contractor will deal with client complaints about its delivery of the Component Services by:

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

PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS

Aggregate Maximum

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$802,004 in the aggregate for providing the Component Services during the Funding Period.

Payments

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
 - (a) Medical Equipment Loans, Inventory & Storage, and Medical Equipment Exchanges will be paid in the monthly amount of \$46,342 on or about the 15th day of each month commencing on the 15th day of April, 2014, and continuing until the end of the funding period, for a total of \$556,104 for the Term.
 - (b) Equipment Repairs and Maintenance will be invoiced monthly for services delivered during the previous period. Maximum billings for the Term, will not exceed, in the aggregate, \$245,900

Unearned Revenue

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

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

- (a) Not applicable

PART V: STATEMENTS AND REPORTS

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

- (a) the quantity of services (by # of hours, # of sessions, bed days, etc.) and any variance from expected and contracted deliverables,
- (b) a description of the clients who used the services during the reporting period (by total number, by gender, by age and any other demographics relevant to the purposes and goals of the Component Services), and
- (c) The Contractor will provide a Loans and Exchanges Report that includes:
 - o Client, Asset Number, Classification, Sub-Category and Date
 - o The CMERLS Loan Activity Report by Equipment Sub-Category
 - o The CMERLS Clients per Geographic Location Report
- (d) The Contractor will provide an Inventory Disposal and Disposition Report including:
 - o An itemized list of all equipment moved to other Red Cross Programs
 - o A CMERLS Asset Disposal Report by:
 - o Asset Number, Classification, Sub-Category, Date and Reason
- (e) The Contractor will provide a monthly Repairs Report Summary that includes an itemized report of repair activity by:
 - o Asset number, Classification, Sub-Category, Date and Cost
- (f) The Contractor will provide a semi-annual Financial Report and Financial Statements including:
 - o An itemized list of the Proposed Budget to Actual Cost Statements
 - o A Summary report identifying reasons for variance in budget costs
 - o A detailed review of budget pressures, service pressures, and other information necessary to assess future costs of service.

5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending September 30, 2014. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.

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

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

PART VI: INFORMATION MANAGEMENT PLAN

Definitions

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

Document Ownership

- 6.2 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:
- (a) All accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement;
 - (b) Client Records containing Personal Information created or produced by the Contractor as a result of this Agreement and as defined in a Component Schedule, except those records specified as Province's Documents in a Component Schedule;
 - (c) Records containing personal information of the Contractor's employees
- 6.3 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:
- (a) any Client Records excluded under section 6.1 of this Component Schedule;
 - (b) all documents, other than Contractor's Documents, received from the Province by the Contractor or any Subcontractor as a result of this agreement including findings, software, data, specifications, drawings, reports and documents
- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.
- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.
- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of*

Privacy Act, or other applicable laws, in relation to any Personal Information which as a result of this Agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.

- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.
- 6.8 The Contractor must keep all Documents segregated from other documents to the extent it is practical to do so, safeguard them and not permit their disposition or destruction without the prior written consent of the Province except as permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after this Agreement ends.
- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- (a) All client information including contact information, loan histories, or other information of a client specific nature shall be kept on site while the client is receiving services under this agreement and then retained by the Contractor for a further 23 years.
- 6.10 If the Contractor's Documents includes any Client Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Client Records to the Province.

Information Systems

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

PART VII: GENERAL

Property

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

- (a) The Contractor owns all equipment acquired by funds paid by the Province for the duration of the contract. Upon cancellation or termination of the contract, ownership of equipment will revert to the Province.

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

- (a) The Contractor owns all equipment acquired by funds paid by the Province for the duration of the contract. Upon cancellation or termination of the contract, ownership of equipment will revert to the Province.

Building Code

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

Business Registration

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

Permits and Licenses

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

- (a) **NOT APPLICABLE**

Insurance

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

Workers' Compensation Board (WCB)

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

Subcontractors

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

(a) See attached list.

Contact Information

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

Address and fax number for notices to the Province:

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

Address and fax number for notices to the Contractor:

Address: 3400 Lake City Way, Burnaby BC V5A 4Y2
Fax Number: 604-709-6685

Authorized Persons

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

- (a) Operations Supervisor, Medical Benefits
- (b) Executive Director, Specialized Provincial Services

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

- (a) Robert Davies, Manager, Health and Medical Equipment Services
- (b) Patricia Barrett, Coordinator

Termination

- 7.12 For the purposes of section 12.03(b) of the Agreement, 60 days (between 30 and 365 days) written notice must be given by one party to the other that this Component Schedule is to end. In no case will length of termination notice under this section exceed the duration of the notice given in section 12.01(c) of the Agreement.

PART VIII: SERVICE SPECIFIC PROVISIONS

Criminal Records Check

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

Waivers Of Liability relating to Services to Children

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

Rights of Children in Care

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

PART IX: CONFLICT RESOLUTION OFFICIALS

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

	Province	Contractor
Stage One:	Manager, Medical Benefits	Bob Davies, Manager
Stage Two:	Executive Director, Provincial Services	Kimberly Nemrava, Provincial Director
Stage Three:	ADM or Designate	Sue Phillips, Director General Western Zone

The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an authorized representative of the Ministry of Children and Family Development on the 25th day of JUNE, 2014.

Print Name: Leah Dobell
Print Title: Manager, Medical Benefits

SIGNED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the 5 day of JUNE, 2014.

Print Name: Sue Phillips
Print Title: Director General, Western Zone

ATTACHMENT 1 - Contractor Revenue And Expense Forecast

Contractor Revenue And Expense Forecast

Schedule # XDD1012CRCS01

Contractor Name/Address: Canadian Red Cross Society 3400 Lake City Way, Burnaby BC
V5A 4Y2

Name of Program(s)/Service(s): Medical Equipment Recycling and Loan

Reporting Period (from/to): _____

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

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

Comments regarding variances:

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

Signature

Date

Print Name

Print Title

ATTACHMENT 2 - Insurance Requirements

Attachment 2 to Component Schedule No. XDD1012CRCS01

Insurance

The Contractor will:

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

Insurance and Indemnity

- 2.01 In addition to the standard insurance required under this Agreement, the Contractor will provide the following insurance:
 - (a) NOT APPLICABLE

April, 2014 – March 2015

Schedule to Client Services Agreement: Additional Terms

The Parties agree to replace Section 12.09 of the Client Services Agreement with the following statement:

On the ending of this Agreement the Parties must,


- a) At the request of either Party forthwith deliver to that Party:
 - i. The requesting Party's Documents
 - ii. Any property provided the requesting Party to the other Party or owned by the requesting Party, as contemplated, respectively, by subsections (b) and (c) of section 8.01; and
- b) Comply with the provisions of the Component Schedule(s) regarding Client Records."

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

The Parties agree to replace Section 10.02 of the Client Services Agreement with the following statement:

The Contractor must indemnify and save harmless each Indemnified Person from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any negligent or other tortuous act or omission by the Contractor or by any of its agents, employees, officers, directors, or Subcontractors in providing Component Services, except liability arising out of any independent act or omission by an Indemnified Person.

SIGNED on behalf of the Province by an
Authorized representative of the
Ministry of Children and Family
Development on the 25th day of
June, 2014



Leah Dobell
Manager, Medical Benefits
MCFD

SIGNED by or on behalf of the Contractor
(or by an authorized signatory of the
Contractor if a corporation) on the
5 day of June
2014



Sue Phillips
Director General, Western Zone
CRCS

Schedule E PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between Her Majesty the Queen in right of the Province of British Columbia represented by Ministry of Children and Family Development (the "Province") and the Canadian Red Cross Society (the "Contractor") respecting XDD1012CRS01 (the "Agreement").

Definitions

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

Purpose

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

Collection of personal information

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

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

8. Within 5 business days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 6, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8 the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

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

Notice of foreign demands for disclosure

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

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



**CLIENT SERVICES AGREEMENT
(Fixed Term)**

THIS AGREEMENT (the "Agreement") dated for reference the 1st day of April, 2015.

BETWEEN:

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

(the "**Province**")

AND:

Canadian Red Cross Society (CRCS)

(the "**Contractor**")

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.01 In this Agreement:

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

- (e) "**Conflict Resolution Protocol**" means the protocol issued by the Province in August 1998 governing resolution of conflicts under "Continuing Agreements", as that protocol may be changed by the Province from time to time in accordance with section 13.02;
- (f) "**Contractor's Documents**" means
 - (i) all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement;
 - (ii) Client Records containing Personal Information created or produced by the Contractor as a result of this Agreement and as defined in a Component Schedule, except those records specified as Province's Documents in a Component Schedule, and
 - (iii) any documents specified as "Contractor's Documents" in a Component Schedule

whether complete or not;
- (g) "**Documents**" means the Contractor's Documents and the Province's Documents;
- (h) "**Implementation Protocol**" means the protocol issued by the Province in 1999 governing the implementation of contract reform in the Ministry of Children and Family Development;
- (i) "**Indemnified Person**" means the Province and each of its employees and agents;
- (j) "**Insolvency Event**" means any of the following events, as applicable
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act (Canada)* is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act (Canada)*,
 - (v) a receiver or receiver-manager of any of the Contractor's property is appointed, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern;

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

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

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

2.0 TERM

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on April 1, 2015 and ends on March 31, ²⁰¹⁶~~2017~~. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

3.0 SERVICES

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

4.0 STANDARDS

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

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

5.0 PAYMENT

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

6.0 COMPONENT SCHEDULES

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

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

7.0 REPORTS AND RECORDS

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

8.0 OWNERSHIP

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

This section continues in force after this Agreement ends.

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

9.0 AUDIT AND SERVICE EVALUATION

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

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

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

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

10.0 INSURANCE AND INDEMNITY

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

11.0 ASSIGNMENT AND SUBCONTRACTING

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

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

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

12.0 ENDING OF AGREEMENT

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

- (a) subject to section 12.06, a party has failed to comply with this Agreement in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) an Insolvency Event has occurred and the Province has given the Contractor notice that, for that reason, this Agreement has ended or will end on a specified date and that date has arrived; or
- (c) a party has given to the other party 60 days (between 30 and 365 days) written notice that this Agreement is to end and the period of notice has elapsed.

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

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

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

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

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

13.0 CONFLICT RESOLUTION

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

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

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

14.0 NOTICES

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

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

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

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

15.0 MISCELLANEOUS

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

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

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

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

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

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

16.0 INTERPRETATION

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

16.03 In this Agreement, unless the context otherwise requires:

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

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


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

The parties have executed this Agreement as follows:

SIGNED on behalf of the
Province by an authorized representative
of the **Ministry of Children and Family
Development** on the _____ day of
, 2015.

Print Name: Arif Lalanil
Print Title: Executive Director

SIGNED by or on behalf of the
Contractor (or by an authorized signatory
of the Contractor if a corporation) on the 25
day of June, 2015.



Print Name: Sue Phillips
Print Title: Director General Western Zone

COMPONENT SERVICES SCHEDULE
(FUNDING PERIOD 2015-04-01 - 2016-03-31)**PART I: INTRODUCTION**

- 1.1 This Component Schedule forms part of the Agreement dated for reference the 1st day of April, 2015 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

PART II: FUNDING PERIOD

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2015 and ends on March 31, 2016 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

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

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:
- (a) The Contractor will provide a province-wide medical equipment recycling service for children eligible for the At Home Medical Benefits Program and for Children in Care.
 - (b) The Contractor will provide sub-contracted repair services for equipment used by children who are eligible for the At Home Medical Benefits Program and for Children in Care.

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

Service Deliverables

- 3.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following:

The Contractor will continue to operate the Children's Medical Equipment Recycling and Loan Service (CMERLS) program for all eligible children across the Province.

Recycling services include loans of durable medical and biomedical equipment, exchanges for durable medical and biomedical equipment, and repair and maintenance of equipment.

Services included in this schedule apply to durable and biomedical equipment only and do not include supplies or equipment intended for single-use purposes.

Employing only qualified technical and professional staff, the Contractor will provide or deliver, or will cause to be provided or delivered, the following:

(a) Medical Equipment Loans

At the request of a therapist or of the Province, the Contractor will provide durable medical equipment for short term or standard loan.

The Province will be notified of all standard loans and be provided with documentation confirming the loan.

In the event that a child's equipment requires repair, a similar piece of equipment may be loaned to the child subject to availability.

(b) Inventory and Storage

The Contractor will provide a current inventory of equipment in a format acceptable to the Province.

Equipment not ready for recycling will not be listed on the website or will be noted as not available.

The inventory will include all new equipment in the Lower Mainland and Coastal regions purchased by the Ministry effective May 1, 2001 and for the entire province effective July 1, 2007.

The inventory will track loans of equipment by asset number, client name and health care provider.

The Contractor will provide access for professionals, through its website, to an electronic database inventory of CMERLS equipment that is ready for loan. The electronic database will be updated as appropriate.

The Contractor will be responsible for the transportation and storage of equipment, and may authorize local disposal of medical equipment when it is no longer required by the child.

The Contractor will retain ownership for all equipment purchased by the Province, recycled and/or donated since May 1, 2001.

The Contractor may, at their discretion, move surplus equipment to other programs or dispose of equipment when it is no longer useful within the CMERLS program.

Ownership of equipment upon agreement, cancellation or termination of the contract will revert to the Province.

(c) Medical Equipment Exchanges

The Contractor will loan the child replacement equipment in the event that the original equipment loaned to the child requires replacement due to equipment failure. This is subject to the availability of equipment. The child will retain the replacement as a continuation of the initial loan.

In the event of a product recall, Contractor will ensure that all loaned equipment is exchanged in a timely manner and will further ensure that all recalled equipment in the inventory is managed in accordance with the recall advisory.

The Province acknowledges that as the purchaser of certain equipment used by the Contractor for CMERLS, the Province may receive information or notice of a product recall that is not provided to the users or to the public generally. In the event that the Province is notified of a product recall regarding equipment provided to the Contractor under this contract, the Province shall notify the Contractor of such information or notice of product recall within commercially reasonable time period.

The Contractor will communicate effectively and collaboratively with the Province to follow protocols for repairs and maintenance of biomedical equipment and where there is insufficient stock to enable the exchange of an item needing repair or maintenance, the Contractor will advise the Province, and if appropriate the Province will arrange for an alternative.

(d) Equipment Repairs and Maintenance

The Contractor will assess equipment usability, perform cleaning, repairs and maintenance on equipment donated or returned from loan on a timely basis so that equipment may be added to the inventory as soon as possible.

The Contractor will arrange for repairs and maintenance of all non-warranty durable medical and biomedical equipment owned by the Contractor to ensure that equipment in the inventory is safe and ready for loan.

Where the Contractor does not have the capacity to undertake necessary or recommended repairs, the Contractor may subcontract with qualified suppliers, as identified in the list attached to Schedule C. Such subcontracted tasks will be completed in the most efficient and cost-effective means possible.

The Contractor will keep a record of all non-warranty contracted repairs coordinated by the Contractor and provide this record to the Province as part of the monthly billing submission to the Province.

The Contractor will ensure that all biomedical equipment is recalibrated, cleaned, and serviced to manufacturer's specifications by an approved technician and invoiced to the Province prior to any short term or regular loan.

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

Policies and Standards

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

(a) Not applicable

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

(a) Not applicable

Operational Principles

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

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

Advocacy

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

Cultural Competency

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

Religious Belief or Religious Affiliation

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

Client Complaint Resolution

3.10 The Contractor will deal with client complaints about its delivery of the Component Services by:

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

PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS

Aggregate Maximum

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$808,428.00 in the aggregate for providing the Component Services during the Funding Period.

Payments

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
 - (a) Medical Equipment Loans, Inventory & Storage, and Medical Equipment Exchanges will be paid in the monthly amount of \$46,713.00 on or about the 15th day of each month commencing on the 15th day of April, 2015, and continuing until the end of the funding period, for a total of \$562,500.00 for the Term.
 - (b) Equipment Repairs and Maintenance will be invoiced monthly for services delivered during the previous period. Maximum billings for the Term, will not exceed, in the aggregate, \$245,928.00

Unearned Revenue

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

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

- (a) Not applicable

PART V: STATEMENTS AND REPORTS

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

- (a) the quantity of services (by # of hours, # of sessions, bed days, etc.) and any variance from expected and contracted deliverables,
- (b) a description of the clients who used the services during the reporting period (by total number, by gender, by age and any other demographics relevant to the purposes and goals of the Component Services), and
- (c) The Contractor will provide a Loans and Exchanges Report that includes:
 - o Client, Asset Number, Classification, Sub-Category and Date
 - o The CMERLS Loan Activity Report by Equipment Sub-Category
 - o The CMERLS Clients per Geographic Location Report
- (d) The Contractor will provide an Inventory Disposal and Disposition Report including:
 - o An itemized list of all equipment moved to other Red Cross Programs
 - o A CMERLS Asset Disposal Report by:
 - o Asset Number, Classification, Sub-Category, Date and Reason
- (e) The Contractor will provide a monthly Repairs Report Summary that includes an itemized report of repair activity by:
 - o Asset number, Classification, Sub-Category, Date and Cost
- (f) The Contractor will provide a semi-annual Financial Report and Financial Statements including:
 - o An itemized list of the Proposed Budget to Actual Cost Statements
 - o A Summary report identifying reasons for variance in budget costs
 - o A detailed review of budget pressures, service pressures, and other information necessary to assess future costs of service.

5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending June 30, 2015. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.

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

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

PART VI: INFORMATION MANAGEMENT PLAN

Definitions

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

Document Ownership

- 6.2 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:
- (a) All accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement;
 - (b) Client Records containing Personal Information created or produced by the Contractor as a result of this Agreement and as defined in a Component Schedule, except those records specified as Province's Documents in a Component Schedule;
 - (c) Records containing personal information of the Contractor's employees
- 6.3 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:
- (a) any Client Records excluded under section 6.1 of this Component Schedule;
 - (b) all documents, other than Contractor's Documents, received from the Province by the Contractor or any Subcontractor as a result of this agreement including findings, software, data, specifications, drawings, reports and documents
- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.
- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.
- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of*

Privacy Act, or other applicable laws, in relation to any Personal Information which as a result of this Agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.

- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.
- 6.8 The Contractor must keep all Documents segregated from other documents to the extent it is practical to do so, safeguard them and not permit their disposition or destruction without the prior written consent of the Province except as permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after this Agreement ends.
- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- (a) All client information including contact information, loan histories, or other information of a client specific nature shall be kept on site while the client is receiving services under this agreement and then retained by the Contractor for a further 23 years.
- 6.10 If the Contractor's Documents includes any Client Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Client Records to the Province.

Information Systems

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

PART VII: GENERAL

Property

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
- (a) The Contractor owns all equipment acquired by funds paid by the Province for the duration of the contract. Upon cancellation or termination of the contract, ownership of equipment will revert to the Province.
- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement is to be owned by the Contractor or Subcontractor as indicated:
- (a) The Contractor owns all equipment acquired by funds paid by the Province for the duration of the contract. Upon cancellation or termination of the contract, ownership of equipment will revert to the Province.

Building Code

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

Business Registration

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

Permits and Licenses

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

Insurance

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

Workers' Compensation Board (WCB)

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

Subcontractors

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

(a) See attached list.

Contact Information

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

Address and fax number for notices to the Province:

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

Address and fax number for notices to the Contractor:

Address: 3400 Lake City Way, Burnaby BC V5A 4Y2
Fax Number: 604-709-6685

Authorized Persons

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

- (a) Manager, Autism Funding and Medical Benefits Branch
- (b) Executive Director, Provincial Services

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

- (a) Robert Davies, Manager, Health and Medical Equipment Services
- (b) Patricia Barrett, Coordinator

Termination

- 7.12 For the purposes of section 12.03(b) of the Agreement, 60 days (between 30 and 365 days) written notice must be given by one party to the other that this Component Schedule is to end. In no case will length of termination notice under this section exceed the duration of the notice given in section 12.01(c) of the Agreement.

PART VIII: SERVICE SPECIFIC PROVISIONS

Criminal Records Check

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

Waivers Of Liability relating to Services to Children

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

Rights of Children in Care

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

PART IX: CONFLICT RESOLUTION OFFICIALS

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

	Province	Contractor
Stage One:	Executive Director, Provincial Services	Bob Davies, Manager
Stage Two:	Assistant Deputy Minister	Kimberly Nemrava, Provincial Director
Stage Three:	Deputy Minister	Sue Phillips, Director General Western Zone

The parties have executed this Component Schedule as follows:

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

SIGNED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the 25 day of June, 2015.



Print Name: Arif Lalani
Print Title: Executive Director

Print Name: Sue Phillips
Print Title: Director General,
Western Zone

ATTACHMENT 1 - Contractor Revenue And Expense Forecast

Contractor Revenue And Expense Forecast

Schedule # XDD1012CRCS01

Contractor Name/Address: Canadian Red Cross Society 3400 Lake City Way, Burnaby BC
V5A 4Y2

Name of Program(s)/Service(s): Medical Equipment Recycling and Loan

Reporting Period (from/to):

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

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

Comments regarding variances:

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

Signature

Date

Print Name

Print Title

ATTACHMENT 2 - Insurance Requirements

Attachment 2 to Component Schedule No. XDD1012CRCS01

Insurance

The Contractor will:

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

Insurance and Indemnity

- 2.01 In addition to the standard insurance required under this Agreement, the Contractor will provide the following insurance:
 - (a) NOT APPLICABLE