

BRITISH Ministry of Children COLUMBIA and Family Development

Authorization to Pay Contracts

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

ACCOL		CONTROL NUMB	ER					
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accompanied by original Contract or at least three weeks prior to paymen		al (not pho	otocopies)	CONTRACT NUM	MBER	OCG SUPPLIER NUMBER		
Form completed by:	s.22							
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DESCRIPTION OF SERVICES						— COMIN	ITIVICIVI	
PROCUREMENT PROCESS								
(209) Direct Award: Competitive pro	cess is not ap	propriate.						
AGREEMENT ON INTERNAL TRADE (AIT)								
NAME OF PAYEE (if Society, use Registered Name)								
Grand Chief Edward John								
ADDRESS OF PAYEE (Street Address)			CITY/TOWN			POS	STAL CODE	
Suite 200 -100 Park Royal Souti	า		West Van	couver		V7	T1A2	
TOTAL AMOUNT APPROVED \$110,000.00		PERIOD FROM 2015/09/14 TO (YYYY/MM/DD)				2016/09/30		
PAY	MONTHLY		AND/OR					
DATE FIRST/ONLY PAYMENT IS DUE		EFFEC	TIVE DATE					
						Subject to GST	(select ALL)	
PROGRAM	DUE DATE ACCOUNT USE ONLY	RESP	SERVICE LINE	STOB	PROJECT NO.	AMOUNT	SUBJECT TO GST	
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	t of GST	\$0.00						
REMIT MESSAGE (MAX 30 CHARACTERS)								
Pay by in	v o i	се						

EXPENSE AUTHORITY	Certified correct pursuant to sections 32 to 3		ALL PARTICULARS CODING, EXTENSIONS &
PRINT NAME	SIGNATURE	DATE (YYYY/MM/DD)	TOTALS HAVE BEEN CHECKED
Carolyn Kamper	Chan		ACCOUNTS USE ONLY
COMMENTS			
1			I



June 29, 2016

Grand Chief Edward John Suite 1200-100 Park Royal SW Vancouver, BC V7T 1A2

Dear Ed John:

RE: Modification Agreement YBA224375-3.

Please find enclosed a copy of the above noted Modification Agreement extending your contract term to September 30, 2016.

Please sign and return this agreement via scan / email to: <u>Carolyn.Kamper@gov.bc.ca</u>, or by fax to: 250 356-2920, to the attention of Carolyn Kamper.

To ensure a timely payment, please return all contract documents as soon as possible. A fully executed document will be returned to you for your records.

Thank you.

Carolyn Kamper

Attachment:

Modification Agreement

Deputy Minister

Mailing Address:



MODIFICATION AGREEMENT No. 3

BETWEEN

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

AND

GRAND CHIEF EDWARD JOHN, SUITE 1200-100 PARK ROYAL SOUTHWEST VANCOUVER, BRITISH COLUMBIA, V7T 1A2 (the "Contractor" "you" or "your" as applicable)

BACKGROUND

A. The parties entered into an agreement dated September 08, 2015, identified as Ministry Contract No.: YBA224375, (the "Agreement").

B. The parties have agreed to modify the Agreement, effective July 31, 2016.

AGREEMENT

The parties agree as follows:

In Schedule A - Services:

- (1) PART 1. TERM: Subject to Section 2 of this Agreement of this Part 1, the Term of this Agreement is extended to **September 30, 2016**.
- (2) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 30 th day of June, 2016 on behalf of the Province by its duly authorized representative:	SIGNED AND DELIVERED on the 30 th day of June, 2016 by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation):
	Abm -
(Authorized Representative)	(Contractor or Authorized Signatory)
<u>Lori Wannamaker</u> (Print Name)	Edward John (Print Name)

Ministry of Children and Family Development Office:

Deputy Minister

Mailing Address: PO BOX 9721 STN PROV GOVT Victoria BC V8W 9S2

Location Address: 4th Floor, 765 Broughton St Victoria BC V8W 9S2

Telephone: 250 387-1541 Facsimile: 250 356-2920 Web: http://www.gov.bc.ca/mcf/





TO:

FIRST NATIONS SUMMIT

INVOICE NUMBER 1745

Ministry of Children & Family Svcs

PO Box 9721, Stn Prov Govt

Victoria, BC V8W 9S2

Attention: Carmen Lapthorne

DATE:

March 31, 2016

	MCFD Custom Adoption Forum, March 8, 2016 re: Facility Rental Musqueam Indian Band - Invoice #16-0308FNS	\$2,769.25
Т	OTAL AMOUNT DUE:	<u>\$2,769.25</u>

PAYMENT IS DUE UPON RECEIPT OF INVOICE. PLEASE MAKE CHEQUE PAYABLE TO THE FIRST NATIONS SUMMIT SOCIETY. THANK YOU IN ADVANCE.

○ YOUR PAYMENT IS APPRECIATED! ○



INVOICE NUMBER 1743

TO: Ministry of Children & Family Svcs

PO Box 9721, Stn Prov Govt

Victoria, BC V8W 9S2

Attention: Carmen Lapthorne

DATE: March 31, 2016

Meeting with Scw'exmx Child & Family Services Society March 18, 2016 re: MCFD Issues	
Edward John Accommodations - s.15	\$89.97
Holden Chu Accommodations s.15	\$89.97
Priscilla Sabbas-Watts Accommodations - s.15	\$89.97
TOTAL AMOUNT DUE:	<u>\$269.91</u>

PAYMENT IS DUE UPON RECEIPT OF INVOICE. PLEASE MAKE CHEQUE PAYABLE TO THE FIRST NATIONS SUMMIT SOCIETY. THANK YOU IN ADVANCE.

[™] YOUR PAYMENT IS APPRECIATED! [™]



INVOICE NUMBER 1744

TO: Ministry of Children & Family Svcs

PO Box 9721, Stn Prov Govt

Victoria, BC V8W 9S2

Attention: Carmen Lapthorne

DATE: March 31, 2016

National Permanency Conference, Ottawa, November 4 & 5, 2015 re: MCFD Related Marlin Travel Invoice #775056235 - MCFD Portion	\$1,421.00
TOTAL AMOUNT DUE:	<u>\$1,421.00</u>

PAYMENT IS DUE UPON RECEIPT OF INVOICE. PLEASE MAKE CHEQUE PAYABLE TO THE FIRST NATIONS SUMMIT SOCIETY. THANK YOU IN ADVANCE.

○ YOUR PAYMENT IS APPRECIATED! ○



May 9, 2016

Carolyn Kamper
Min of Children & Families Development
PO Box 9721, Stn Prov Govt
Victoria, BC
V8W 9S2

Dear Ms. Kamper:

Re: General Service Agreement YBA224375

Please find attached the following:

 Travel Expense Claims covering February 1, 2016 to March 31, 2016. GST is not included in the hotel & airfare charges.

Please make cheque payable to Edward John c/o 1200 - 100 Park Royal South, West Vancouver, BC V7T 1A2.

If you have any questions please contact me at 604-926-9903.

Thank you,

First Nations Summit Society

Colleen Collins

Accountant

Ministry of Children and Family Development Travel Expense Claim for Non-Government Employees

4004

Certified correct pursuant to Group II Rates and applicable Sections 32 & 33 of the Financial Administration Act and related government travel policies.

Travel Expense Claim for Non-Government Employees Ministry of Children and Family Development

SH	
BRITING	

TRAVEL EXPENSE CLAIM FORM

contract invoice. Refer to the Travel Authorization Letter for allowable rates and This form is for use by service contractors to claim travel expenses. The original claim form and applicable receipts must be attached as back up to the service receipt requirement

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	Cheque Inf	Travelor Name:	Mailing Address:	Reason for Travel:		Date of Travel	2014	2	+	フニン		- 0	0	0.00	2 0	2 2	77 6	2 2	101	1		Traveler's signature	Cortified this is a fact

Certified this is a true statement of disbursements made to which I am entitled as a result of travel on government business as detailed above and for which I have not been and will not be reimbursed by any other party.

Page 10 of 88CFD-2016-63625

4003

Grand Chief Edward John

		List of Micetings & Activities to iv	181011 18, 2016	
Name:	Edward John		For the Month of: Sep 12 - Oct 15, 2016	
	s.22		Page 1 of 5	_

DATE	ACTIVITIES	Location	Hours
12-Sep-15	Meeting with Musqueam Council on Permanency	Vancouver	3.0
22-Sep-15	Meeting with Mary Ellen Turpel-Lafond, RCY (Rep for Children & Youth)	Victoria	7.0
29-Sep-15	UBCIC 47th Annual General Meeting, Sept 28 - 30	Vancouver	3.5
30-Sep-15	Meeting with S.14 Private Practice involving child protection	Vancouver	2.5
1-Oct-15	- Meeting with Chief Harvey Paul, Chehalis FN - Meeting with Gwen Point, Chr of Fraser Valley Child Family Svcs - Phone call with Chief re: MCFD apprehension - Phone call with Mary Teegee re: delegated services	Chehalis Vancouver	6.5
2-Oct-15	Meeting with Holden Chu re: Tech support on Permanency Issue	Musqueam	3.5
4-Oct-15	Teleconference with Mary Ellen Turpel-Lafond * Review of background documents & notes	Vancouver	2.0
6-Oct-15	Teleconference with Mary Ellen Turpel-Lafond * Review of embargoed RCY Report	Vancouver	2.0
8-Oct-15	Meeting with MCFD Team Meeting with Mary E. Turpel-Lafond & Dawn Thomas Wightman, RCY Meeting with Dan Doyle Meeting with Minister Cadieux & DM Sieben	Victoria	9.0
9-Oct-15 T	eleconference with Willie Charlie	Vancouver	1.5
3-Oct-15 R	leview of background documents re: Permanency	W. Vancouver	2.5
5-Oct-15 F	resentation to FNS on Special Advisor Role & side discussions with N Summit meeting delegates	N. Vancouver Vancouver	3.5
T	OTAL DUE:		46.5

Name:	Edward John	 For the Month of: Oct 16 - Nov 19, 2015					
	s.22	Page 2 of 5					

DATE	ACTIVITIES	Location	Hours
16-Oct-16	- Presentation to FN Summit Meeting - Call with Mark Sieben, DM, MCFD - Meeting with Holden Chu & Priscilla Sabbas-Watts	N. Vancouver Vancouver	2.5
19-Oct-15	- Meeting with National Congress & American Indians Reps re: National American Indian Child & Family Legislation - Meeting with Executive Director of National Indian Child Welfare Assn	San Diego	7.0
28-Oct-15	- Telecon with s.22 - Review materials & prep for DAA on Oct 29	Vancouver	3.0
29-Oct-15	- Partnership Meeting - Meeting with MCFD Executive Directors & Allison Bond	Richmond Vancouver	9.5
1-Nov-15	Preparation for meeting with BC Prov Court Chf Judge Thomas Crabtree	Vancouver	2.5
2-Nov-15	Meeting with Hon. Thomas Crabtree, Chf Judge, Prov Court of BC	Vancouver	2.5
4-Nov-15	National Permanency Conference	Ottawa	9.0
9-Nov-15	- Meeting with Fraser Valley Child & Family Svcs - Meeting with Chehalis FN & Minister Cadieux	Agassiz Chehalis Big House	11.0
.3-Nov-15	- Meeting with Kwuwut Lelum Child & Family Svcs Board & Staff - Meeting with Chief Coreen Child, Kwakiutl	Nanaimo	8.0
6-Nov-15	Preparation for presentation to 2015 FN/AANDC Joint Gathering	Vancouver	2.0
	FN/AANDC Joint Gathering Day 2 Theme Child & Family Services	Vancouver	9.0
9-Nov-15 T	Felephone call with \$.14 Private practice legal counsel	Vancouver	1.5
Т	TOTAL DUE:		67.5

Name:	Edward John	For the Month of: Nov 20 to Jan 11, 2016
	s.22	Page 3 of 5

DATE	ACTIVITIES	Location	Hours
20-Nov-15	- Meeting with Wet'suwet'en FN Elected & Hereditary Chiefs & Officials - Meeting with Doug Donaldson, NDP Critic for Children & Families	Smithers	14.5
22-Nov-15	Meeting with Musqueam Chief & Council re: Musqueam CCO	Vancouver	3.5
23-Nov-15	Conference Call with M. Sieben, Holden Chu & Anita McPhee	Vancouver	2
24-Nov-15	- Meeting with Nuu-chah-nulth/USMA Directors - Follow-up emails	Parksville	9.5
14-Dec-15	- Review of RCY Report - Conference call with Chief Judge Thomas Crabtree - Meeting with Urban Native Youth Association - Meeting with Holden Chu & Priscilla Watts - Meeting with Stephanie Smith President, BC Gov't Employees Union	Vancouver	11.0
L5-Dec-15	- Review of Plecas Report - Emails / Phone calls	Vancouver	6.0
.6-Dec-15	- Meeting with Kwakiutl FN / Quatsino / Gwa'sala-'Nakwaxda'xw FN - Teleconference with three families re: CCO Children	Port Hardy	12.0
2-Jan-16	Meeting with Chair of Delegated Agencies	Prince George	4.5
3-Jan-16	Review of documents & preparing draft report on permanency	Vancouver	13.0
7-Jan-16 F	Review of documents & preparing draft report on permanency	Vancouver	4.0
	ravel time & prep for meetings with St'at'imc Chiefs & Nlaka'pamux Nation Tribal Council Chiefs	Lillooet	6.5
Т	OTAL DUE:		86.5

		List of Miccelligs & Activities in	arcii 10, 2010	
Name:	Edward John		For the Month of: Jan 12 to Feb 24, 2016	
	s.22		Page 4 of 5	

DATE	ACTIVITIES	Location	Hours
12-Jan-16	- Meeting with Northern St'at'imc Chiefs - Meeting with Nlaka'pamux Nation Tribal Council Chiefs	Lillooet Lytton	12.0
13-Jan-16	- Meeting with Vancouver Aboriginal Child & Family Services	Vancouver	3.5
15-Jan-16	- Meeting with Doug Kelly, Chair of First Nations Health Council - Review materials from Caring fr First Nations Children's Society	W. Vancouver	7.0
26-Jan-16	Meeting with three MCFD teams	Victoria	10.0
27-Jan-16	Meeting with Okanagan Nation Alliance	Penticton	12.5
28-Jan-16	- Early Years Conference - Meeting with Chief Ernie Crey re: Cheam FN CCO	Vancouver	7.0
1-Feb-16	Meeting with Westbank First Nation Chief & Council	Westbank	10.0
4-Feb-16	Presentation to and dialogue with FNS Chiefs	Vancouver	2.0
9-Feb-16	Meeting with Halalt FN & other South Island Chiefs	Halalt	7.0
L3-Feb-16	Meeting with Youth Advisory Council	Victoria	7.0
.6-Feb-16	Attend conference re: First Nations Court	New Westminster	7.0
.7-Feb-16	- Meeting with reps frm Metis Nation of BC - Presentation to UBCIC Chiefs Council - Teleconference with MCFD Regional Services Officials	Vancouver	7.0
4-Feb-16	- Meeting with Chief & reps of Nuxalk FN - Meeting with Provincial Directors of Practice - Travel to Williams Lake - Meeting with Esketemc Chief & Council	W. Vancouver Vancouver Williams Lake	12.0
	TOTAL DUE:		104.0

Name:	Edward John	 For the Month of: Feb 24 to Mar 18, 2016
	s.22	Page 5 of 5

DATE	ACTIVITIES	Location	Hours
	- Meeting with Chief & reps of Nuxalk FN	W. Vancouver	
	- Meeting with Provincial Directors of Practice		12.0
24-Feb-16	- Travel to Williams Lake	Vancouver	12.0
	And the second s	⊣ ,,,,,,,	
	- Meeting with Esketemc Chief & Council	Williams Lake	
25 5-1-46	- Meeting with Tsilhqot'in Chiefs		
25-Feb-16	- Meeting with Northern Shuswap Tribal Council Chiefs	Williams Lake	11.0
26-Feb-16	Mediation session with Splatsin First Nation	Vancouver	7.0
	- Meeting with Karen Isaac & Margo Greenwood, BC Abor Childcare Soc.	-	
	- Meeting with Mark Benton, E.D. of Law Society of BC and Suzette	W. Vancouver	
29-Feb-16	Narbonne, Chief	w. varicouver	4.5
	- Meeting with representatives for the Fed of Aboriginal Foster Parents	-	
60711	Meeting with Ktunaxa Nations and Ktunaxa Nation Children & Families		
	Service reps	Cranbrook	11.0
8-Mar-16	MCFD Custom Adoption Forum at Musqueam Cultural Centre	Vanaduus	7.0
5 Mai 10	Wich D Custom Adoption For all at Musqueam Cultural Centre	Vancouver	7.0
11-Mar-16	- Meeting with Gitxsan Child & Family Services	New Hazelton	16.5
	- Meeting with Gitanmaax Chief and Counsellor	New Hazelton	10.5
L4-Mar-16	Meeting with MCFD officials	Victoria	7.0
.5-Mar-16	Meeting with Cadieux and DM M. Sieben Travel to Terrace	Vancouver	11.0
.6-Mar-16	Presentation to BCAFN as Spec Advisor on Aboriginal Child Welfare	Greenville	15.0
7-Mar-16 -	Meeting with Sto:lo Nation Chiefs; drive to Chilliwack & Merritt		10.5
8-iviar-16 F	Meeting with Scw'exmc Child & Family Services & First Nations Drive to Vancouver	Merritt	9.0
Т	OTAL DUE:		121.5

426 hours / 7 hr = 60.86 days 60.86 days x \$625.00 = \$38,037.50

Edoland Jelnu ndo. 21, 3015



March 10, 2016

Carolyn Kamper Min of Children & Families Development PO Box 9721, Stn Prov Govt Victoria, BC V8W 9S2

Dear Ms. Kamper:

Re: General Service Agreement YBA224375

Please find attached the following:

Travel Expense Claims covering December 16, 2015 to February 24, 2016. GST is not included with the charges.

Please make cheque payable to the First Nations Summit Society.

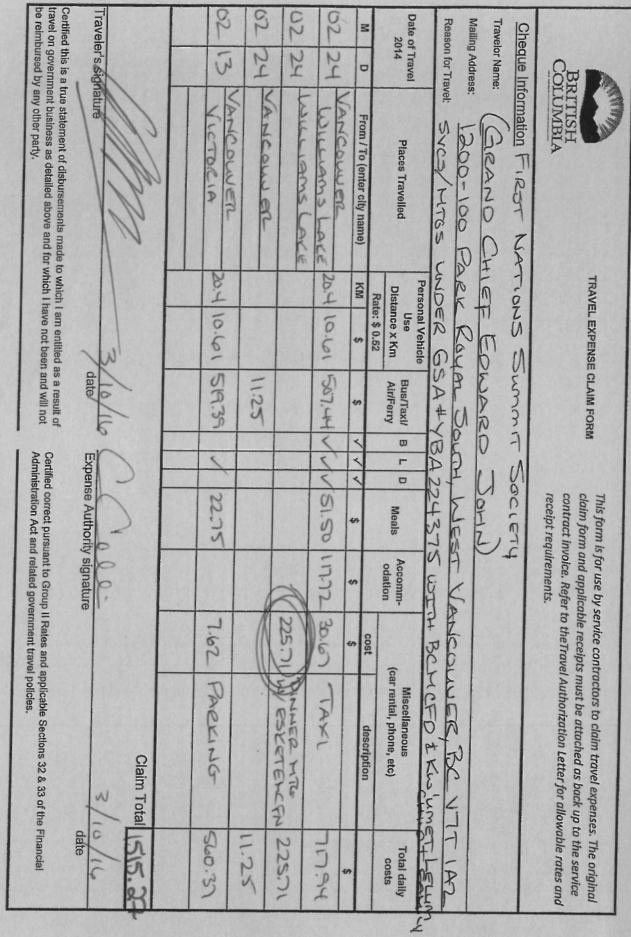
If you have any questions please contact me at 604-926-9903.

Thank you, **First Nations Summit Society**

Colleen Collins

Accountant

Ministry of Children and Family Development Travel Expense Claim for Non-Government Employees



Ministry of Children and Family Development Travel Expense Claim for Non-Government Employees



TRAVEL EXPENSE CLAIM FORM

This form is for use by service contractors to claim travel expenses. The original claim form and applicable receipts must be attached as back up to the service contract invoice. Refer to the Travel Authorization Letter for allowable rates and receipt requirements.

Cheque Information FIRST NATIONS SWMMIT SOCIETY													
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1	2	PRINCE GEORGE									35.25	S.15 MTDGE	35.25
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l	26	VANCOUVER VICTORIA	23.4	12.27	513.45		1		22.75				548.47
1	26	PENTICTON	20:4	10.61	621.25	V	V	~	51.50	136.02			819.38
	er's sigr			3/10	date		Exp	pens	se Authority	0 0 y signature		Claim Total	
	fied this is a true statement of disbursements made to which I am entitled as a result of I on government business as detailed above and for which I have not been and will not imbursed by any other party. Certified correct pursuant to Group II Rates and applicable Sections 32 & 33 of the Financial												



February 24, 2016

Carolyn Kamper Min of Children & Family Development PO Box 9721, Stn Prov Govt Victoria, BC V8W 9S2

Attention: Carolyn

Re: Ministry Contract #YBZ224375

Enclosed please find travel expenses for Edward John's work as Special Advisor for the Ministry of Children & Family Development.

The travel expenses enclosed cover September 22, 2015 to November 24, 2015.

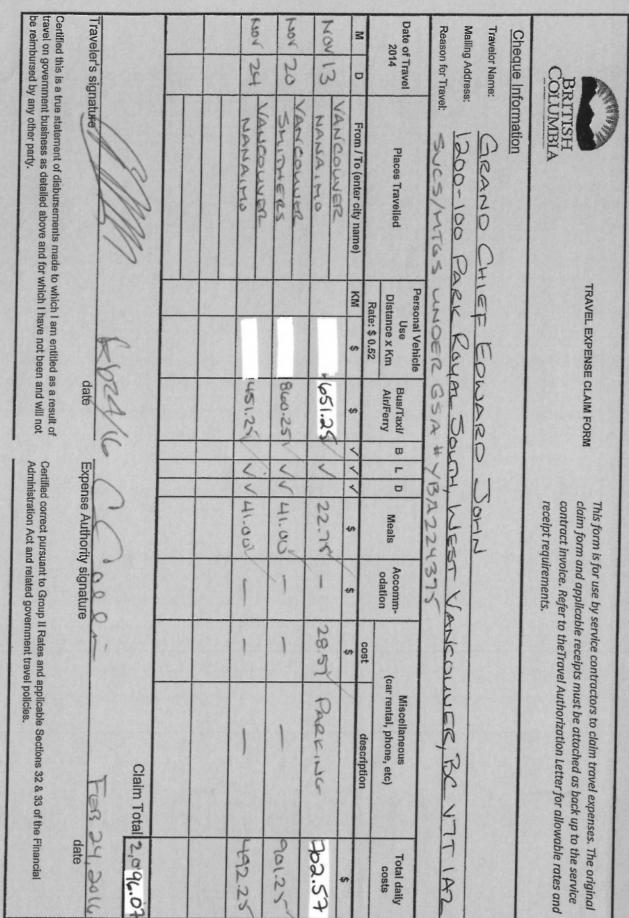
Please make payment to the First Nations Summit Society.

Thank you,

Colleen Collins Accountant

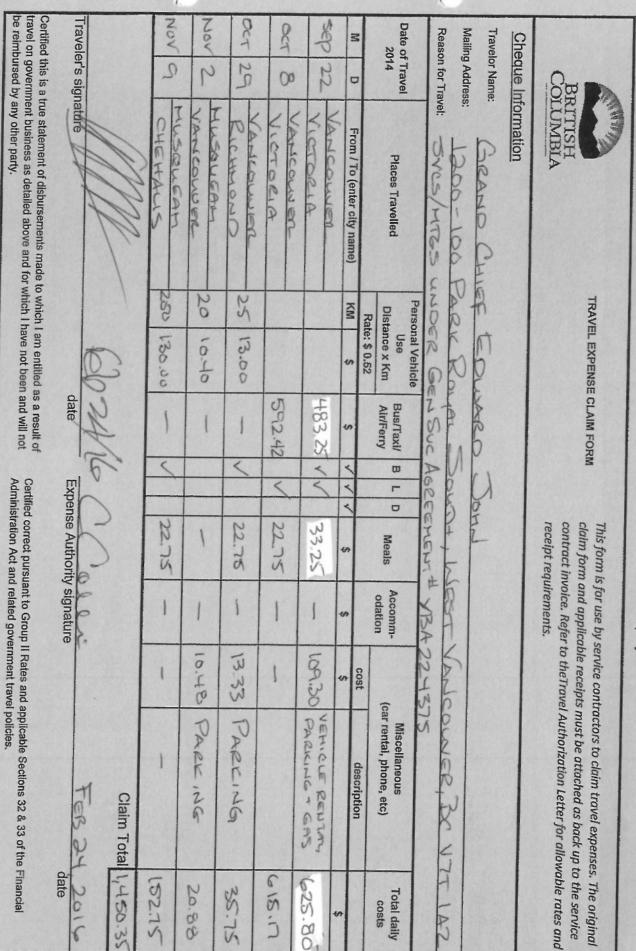
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Ministry of Children and Family Development Travel Expense Claim for Non-Government Employees



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Ministry of Children and Family Development Travel Expense Claim for Non-Government Employees





BRITISH Ministry of Children COLUMBIA and Family Development

Authorization to Pay Contracts

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

	ACCOUNTS NOT SUPPORTED BY INVOICE CONTROL NUMBER																													
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Carolyn										K	am	oer																		
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NAME OF PAYEE (if Society, use Registered Name)																														
Grand Chief E	dward	John																												
ADDRESS OF PAYEE (Street Address) CITY/TOWN POSTAL CODE																														
Suite 200 - 100 Park Royal South West Vancouver V7T1A2																														
TOTAL AMOUNT APPR (excluding taxes)	TOTAL AMOUNT APPROVED \$110,000.00 PERIOD FROM (YYYYMM/DD) 2015/09/14 TO (YYYYMM/DD) 2016/07/31																													
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MODIFICATION AGREEMENT No. 2

BETWEEN

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

AND

GRAND CHIEF EDWARD JOHN, SUITE 1200-100 PARK ROYAL SOUTHWEST VANCOUVER, BRITISH COLUMBIA, V7T 1A2 (the "Contractor" "you" or "your" as applicable)

BACKGROUND

A. The parties entered into an agreement dated September 08, 2015, identified as Ministry Contract No.: YBA224375, (the "Agreement").

B. The parties have agreed to modify the Agreement, effective March 15, 2016.

AGREEMENT

The parties agree as follows:

In Schedule A - Services:

- (1) PART 1. TERM: Subject to Section 2 of this Agreement of this Part 1, the Term of this Agreement is extended to **July 31, 2016**.
- (2) In all other respects, the Agreement is confirmed.

March, 2016 on behalf of the Province by its duly authorized representative:	SIGNED AND DELIVERED on the 15 th day of March, 2016 by or on behalf of the Contractor (or by an authorized signatory of the Contractor
7//	if a corporation):
(Authorized Representative)	(Contractor or Authorized Signatory)
Mark Sieben (Print Name)	Edward John (Print Name)

Ministry of Children and Family Development Office:

Deputy Minister

Mailing Address: PO BOX 9721 STN PROV GOVT Victoria BC V8W 9S2 Location Address: 4th Floor, 765 Broughton St Victoria BC V8W 9S2



Ministry of Children and Family Development

Authorization to Pay Contracts

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

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BRITISH Ministry of Children and Family Development

Authorization to Pay Contracts

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Security Classification upon completion: PERSONAL



October 10, 2015

Grand Chief Edward John Suite 1200-100 Park Royal SW Vancouver, BC V7T 1A2

Dear Ed John:

RE: Modification Agreement YBA224375-1.

Please find enclosed a copy of the above noted Modification Agreement.

Please sign and return this agreement via scan / email to: <u>Carolyn.Kamper@gov.bc.ca</u>, or by fax to: 250 356-2920, to the attention of Carolyn Kamper.

To ensure a timely payment, please return all contract documents as soon as possible. A fully executed document will be returned to you for your records.

Thank you.

Carolyn Kamper

Attachments

Modification Agreement and related Schedules



MODIFICATION AGREEMENT No. 1

BETWEEN

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

AND

GRAND CHIEF EDWARD JOHN, SUITE 1200-100 PARK ROYAL SOUTHWEST VANCOUVER, BRITISH COLUMBIA, V7T 1A2 (the "Contractor" "you" or "your" as applicable)

BACKGROUND

A. The parties entered into an agreement dated September 08, 2015, identified as Ministry Contract No.: YBA224375, (the "Agreement").

B. The parties have agreed to modify the Agreement, effective October 09, 2015.

AGREEMENT

The parties agree as follows:

(1) Subsections 5.1 and 5.3 and Schedule E of the Agreement are deleted and replaced with:

The Contractor, as a delegate of the director under the Child, Family and Community Service Act ("CFCSA"), must comply with the Freedom of Information and Protection of Privacy Act and Part 5 of the CFCSA.

(2) Sections 9.1 and 9.2 are deleted and are replaced with:

To the extent the Contractor, Grand Chief Ed John is not covered by any applicable insurance or arrangements for indemnity, the Province will indemnify and save harmless the Contractor from and against any losses, claims, actions, causes of action, costs and expenses that the Contractor may sustain, incur, suffer or be 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 in the performance of the Services set out in Schedule A of this Agreement, except where such loss arises from the Contractor's willful misconduct, gross negligence, default, or any act or omission outside the scope of the Services.

- (3) Schedule A is amended as follows:
 - Under the heading Outputs, to add: the Special Advisor must act in accordance with his delegated authority as expressed in the attached letter of delegation.
 - Under the heading Deliverables, to clarify that the Special Advisor's deliverable in respect of a "final report" is a final written report.
 - Under the heading Related Documents, section 2, to list the attached letter of delegation as a document that is incorporated by reference into Schedule A.

Ministry of Children and Family Development

Office:

Deputy Minister

Mailing Address: PO BOX 9721 STN PROV GOVT Victoria BC VBW 9S2

VICTORIA BC



- (4) Schedule B is amended to increase the maximum amount from \$100,000 to \$110,000 (an increase of \$10,000).
- (5) Schedule C is amended to include the subcontractor, the First Nations Summit, as described in the attached revised Schedule C.
- (6) Schedule D is deleted.
- (7) Schedule F is deleted and replaced with the attached revised Schedule F.
- (8) Schedule G is amended as follows:
 - Section 9.1 is added:
 - The Contractor must comply with the <u>Appropriate Use Policy</u> related to access and use of the Government network and IT assets (laptop). The Contractor is required to ensure these assets are returned undamaged to the Province, within three weeks of the end of the Term.
 - Section 9.2 is added:
 - o The Contractor agrees that paper-based confidential / personal information will not be transported through a mail delivery system such as Canada Post, external couriers, or other postal services, and where necessary to mail or courier electronic or paper-based information, that all information will be encrypted prior to doing so, and that decryption passwords, or paper-based confidential and/or personal information is not accompanied with the encrypted storage device that is mailed or couriered.
 - · Section 15 is deleted and replaced with:
 - The Contractor will return all Materials to the Province within three weeks of the end of the Term.
- (9) In all other respects, the Agreement is confirmed.

	LIVERED on the 10 th day of behalf of the Province by its presentative:	SIGNED AND DELIVERED on the 10 th day of October, 2015 by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation):			
(Authorized Representative)		(Contractor or Authorized Signatory)			
Mark Sieben (Print Name)		Edward John (Print Name)			
Ministry of Children and Family Development	Office: Deputy Minister	Mailing Address: PO BOX 9721 STN PROV GOVT VICtoria BC VBW 952	Location Address: 4 th Floor, 765 Broughton St Victoria BC V8W 952		

Telephone: 250 387-1541 Facsimile: 250 356-2920 Web: http://www.oov.bc.ca/mcf/



Schedule C to the Service Agreement, YBA224375, between Her Majesty the Queen in right of the Province of British Columbia and Grand Chief Edward John.

Schedule C- Approved Subcontractor(s)

First Nations Summit

Suite 1200 - 100 Park Royal South West Vancouver, BC V7T 1A2

Tel: 604.926.9903 Fax: 604.926-9923



Schedule F to the Service Agreement, YBA224375, between Her Majesty the Queen in right of the Province of British Columbia and Grand Chief Edward John.

Schedule F - Additional Terms

1. Despite section 9 and Schedule D of this Agreement, the Contractor and the Province agree that section 9.1 and Schedule D of this Agreement are deleted, and following clause is added:

To the extent the Contractor, Grand Chief Ed John is not covered by any applicable insurance or arrangements for indemnity, the Province will indemnify and save harmless the Contractor from and against any losses, claims, actions causes of action, costs and expenses that the Contractor may sustain, incur, suffer or be 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 in the performance of the Services set out in Schedule A of this Agreement, except where such loss arises from the Contractor's willful misconduct, gross negligence, default, or any act or omission outside the scope of the Services.

 The Contractor represents that it is aware of, and fully compliant with, BC's Freedom of Information and Protection of Privacy Act (FIPPA), and agrees to comply with this Act. The Contractor acknowledges and agrees that any breach of this Act may result in termination of the service agreement and in penalties envisaged by FIPPA.

The Contractor agrees that materials, produced as a result of this Agreement, and as defined in Section Schedule G-1(e) of this Agreement, will be returned to the ministry within 3 weeks of the end of the term of this Agreement.



Request for Contract Approval New Contract

This form must be completed for all contracts and must be approved before the contract can be signed. The Chief Financial Officer (CFO) must approve for all transfer payments STOBs (77, 79, 80). The Assistant Deputy Minister must approve all contracts over \$25,000 (Executive Director of Service can approve in emergency and health/safety situations only). This form cannot be completed/approved without specifying the procurement process used, the justification and the requirements for the opportunity. Once approved provide a copy to Accounts Payable and retain on the contract file. The Procurement and Contract Management Branch is available to assist where needed.

Contract Information

Contractor Name (if know	n)		Phone	E	stimated Dolla	ar Value (including fees and expenses)
Grand Chief Edward	John		s.22		100,000.00	
Contract Start Date	Contract End Date	RESP		Service Line	е	STOB(s)
2015-Sep-14	2016-Mar-31	YBA		14011		6001/6002
CLIFF#	Project	Is this	a contract for	new service	es or part of	an existing contract?
224375	1800000	1		New	C Existing	
Describe the nature and p	ourpose of the service contr	ract and who	will receive the	e services.		
The purpose of this contract is to assign a Special Advisor to the MCFD Minister to report on Aboriginal Child Welfare. The Special Advisor will provide a focused role to create permanency for Aboriginal children in care, particularly those in care through continuing custody orders. The Special Advisor will also encourage national-level leadership and facilitate provincial level discussions and, as necessary, assist the MCFD Minister in developing advice to Cabinet members on these matters.						
How does this service con	tract align with MCFD's bu	siness plan	and/or Service F	Plan?		
Aligns and supports strengthening aboriginal child protection and family services, including achieving permanency for children and youth in care; and improving ministry practices and policies to best ensure children and youth are safe and healthy in their families and communities.						
What is the total fiscal imp	act (i.e., term, operating ar	nd capital bu	dget impact by	year; funding	source)?	
100,000						
Planning and Expense Authority Confirmation This request can be completed only after considering the following resourcing options. Please note: Standards of conduct for employees engaged in government procurement processes is always applicable. Click to review if necessary. Please confirm the following applicable steps have been done. ✓ Pre-approval for solicitation process received (CF2511) Government Transfers (STOB 77, 79, 80) must have a completed and approved Government Transfer Request (GTR) if the contract is over \$25,000 (if you have already completed a GTR for the same services and nothing has substantially changed you do not need to complete another GTR) □ Business case completed - mandatory for contracts over \$100 000 □ Privacy impact assessment initiated - for new programs and systems only						
Procurement or S	election Process					

Open or Competitive Process	
Agreement on Internal Trade (AIT)	
Select the applicable code for AIT.	
(300) Exempt Commodity/Service (Social Services)	

Approvals				
Form prepared by:				
Andrea Scrivener				
Approving Authority	Name (please print)	Signature	Date Signed	Comments
Expense authority - I hereby certify that this request meets all applicable government and ministry policies.	Carolyn Kamper	Kan !	ept 14/15	
Assistant Deputy Minister	Reg Bawa	BOLL	Sapt 4/15	
Chief Financial Officer	Anne Minnings	Arre mining	stept 14)	lis
EDS/ED (for health and safety only)				



September 14, 2015

Ref: 224375

Grand Chief Edward John Suite 1200-100 Park Royal South West Vancouver, BC, V7T 1A2

RE: New Service Agreement YBA224375.

Dear Grand Chief Edward John:

Please find enclosed two (2) copies of the above noted Agreement along with supporting documentation, which establishes the terms and conditions of your contracted role and responsibilities as Special Advisor to the MCFD Minister on Aboriginal Child Welfare.

The supporting documentation includes a Travel Authorization letter, a letter that authorizes you to access provincial government rates for travel purposes, and a Travel Expense Claim Form..

Please review and sign both copies of the contract documents and return them to:

Deputy Minister Mark Sieben: Attn: Carolyn Kamper PO Box 9721 Stn Prov Govt Victoria, BC V8W 9S2

A fully executed original document will be returned to you for your records. If you have any questions regarding the contract, please contact Carolyn Kamper at: 250-387-3717

Sincerely,

Mark Sieben Deputy Minister

Enclosures (5)

Ministry of Children and Family Development Deputy Minister

Mailing Address: PO BOX 9721 STN PROV GOVT Victoria BC V8W 9S2

Victoria BC V8W 9S2

Location Address:

4th Floor, 765 Broughton St

Telephone: 250 387-1541 Facsimile: 250 356-2920 Web: http://www.gov.bc.ca/mcf/

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: YBA224375

Requisition No.: NA

Solicitation No.(if applicable): NA

Commodity Code:

Contractor Information

Supplier Name: Grand Chief Edward John

Supplier No .:

Telephone No.: (604) 926-9903 E-mail Address: <u>edjohn@fns.ca</u>

Website:

Financial Information

Client:

039

Responsibility Centre: Service Line: 18YBA 14011

STOB(s):

6001/02

Project:

1800000

Template version: December 1, 2013

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SCHEDULE A - SERVICES

Part 1 - Term

Part 2 - Services

Part 3 - Related Documentation

Part 4 - Key Personnel

SCHEDULE B - FEES AND EXPENSES

Part 1 - Maximum Amount Payable

Part 2 - Fees

Part 3 - Expenses

Part 4 - Statements of Account

Part 5 - Payments Due

SCHEDULE C - APPROVED SUBCONTRACTOR(S)

SCHEDULE D - INSURANCE

SCHEDULE E - PRIVACY PROTECTION SCHEDULE

SCHEDULE F - ADDITIONAL TERMS

SCHEDULE G - SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the 08th day of SEPTEMBER, 2015.

BETWEEN:

GRAND CHIEF, EDWARD JOHN (the "Contractor") with the following specified address:

Suite 1200-100 Park Royal South West Vancouver, BC V7T1A2 Phone: (604) 926-9903

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Children and Family Development (the "Province") with the following specified address and fax number:

Attn: Carolyn.Kamper@gov.bc.ca

PO Box 9721 Stn Prov Govt Victoria BC V8W 9S2 Fax: 250 356-2920

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

- 1.1 In this Agreement, unless the context otherwise requires:
 - (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
 - (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
 - (c) "Material" means the Produced Material and the Received Material:
 - (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
 - (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
 - (f) "Services" means the services described in Part 2 of Schedule A;
 - (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
 - (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

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

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
 - (a) the fees described in that Schedule;
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and

(c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

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

Non-resident income tax

3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

3.8 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:
 - (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
 - (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

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

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
 - (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

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

Restrictions on promotion

5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
 - (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
 - (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the Copyright Act (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account,

invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
 - (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
 - (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the Workers Compensation Act or similar laws in other jurisdictions; and
 - such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
 - (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargo

if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

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

Consequence of Event of Force Majeure

An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:
 - (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - the Contractor fails to perform any of the Contractor's obligations under this Agreement,
 or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
 - (b) "Insolvency Event" means any of the following:
 - (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 the Contractor's creditors or otherwise acknowledges the Contractor's 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 is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect

to do any one or more of the following:

- by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
 - (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
 - (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and

(c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the Arbitration Act.

Location of arbitration or mediation

12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
 - (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
 - (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
 - (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

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

Personnel not to be employees of Province

13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
 - (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Governing law

13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

- 14.1 In this Agreement:
 - (a) "includes" and "including" are not intended to be limiting;
 - unless the context otherwise requires, references to sections by number are to sections of this Agreement;
 - (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
 - (d) "attached" means attached to this Agreement when used in relation to a schedule;
 - (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
 - (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
 - (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
 - (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice* versa.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED on the 08th day of September, 2015 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the 08th day of September, 2015 on behalf of the Province by its duly authorized representative:
Signature(s)	Signature
Edward John Print Name(s)	Mark Sieben Print Name
Grand Chief Print Title	Deputy Minister, <u>Ministry of Children and Family Development</u> Print Title

Schedule A - Services

PART 1. TERM:

- Subject to section 2 of this Part 1, the term of this Agreement commences on September 14, 2015 and ends on March 31st, 2016.
- The term of these services can be renewed for a term of one year pending agreement of both parties.

PART 2. SERVICES:

Aboriginal children (First Nations, Inuit and Metis) in Canada are served by systems that include legislation, policies and standards developed by provincial/territorial, federal, and Aboriginal governments, are in a state of change. As well, there is increasing recognition of, and support for, the need for more culturally appropriate and culturally based services for Aboriginal children and families. Across Canada, high numbers of Aboriginal children are reported to be at high risk of neglect and abuse, and as a result, they are removed and placed in care at rates far in excess of non-Aboriginal children. Once Aboriginal children come into care, they stay in care longer and are returned to their parent's care less than that occurs with non-aboriginal children. The impacts on the child, parents/family, including the extended family and community are traumatic and often become lasting and inter-generational.

The Canadian *National Household Survey* indicated that 48% of 30,000 children and youth in foster care across Canada are Aboriginal children, even though Aboriginal peoples account for only 4.3% of the Canadian population.

In British Columbia, the Aboriginal child population makes up 8% of the total child population, yet more than 55% of children living out of their parental home in the province are Aboriginal. One in five Aboriginal children in the province will be involved with child welfare at some point during his or her childhood. The total number of Aboriginal children in care has been relatively the same since 2001, but the proportion has increased as the Province has been successful in reducing the non-Aboriginal children in care population.

In August 2014, Canada's Premiers directed the provinces and territories to work together to share potential solutions to mitigate child protection concerns that would result in a reduction in the overall number of Aboriginal children in child welfare systems.

A follow-up report was provided to Premiers at the Council of the Federation (COF) in July 2015.

Also, the Ministry of Children and Family Development (MCFD) supports early childhood development and child care in British Columbia including hosting the 'Early Years Office', which is responsible for facilitating collaboration among ministries, service providers, and stakeholders regarding early years and child care programs, goals and outcomes. Promoting improved services for Aboriginal children and families and the development of relevant performance outcomes are areas of interest for MCFD and many Aboriginal communities. It is clear that supporting child development in the early years results in greater levels of improvements and successes in later years.

Outputs

The purpose of this contract is to appoint a Special Advisor to the Minister of MCFD, Hon. Stephanie Cadieux, on Aboriginal Child Welfare to:

- Provide a focused role on creating permanency for Aboriginal children in care, particularly those in care through continuing custody orders (in care until reaching the age of majority);
- After the release of the COF report, assign follow up for British Columbia (encourage national-level leadership and facilitate provincial level discussions); and
- As necessary, assist the MCFD Minister in developing advice to Cabinet members on these matters.

Staff in MCFD and the Office of the Representative of Children and Youth are engaged in activities to support planning and outreach on permanency planning. This team may be augmented by further assignments (with policy/operational experience in permanency) plus secondments from Aboriginal agencies in consultation with

the Special Advisor. Chief among the Special Advisor's role will be to lead the team's outreach to First Nation leaders at both a provincial and community level in order to:

- Assess and strengthen current plans of care, for children and youth in care, through continuing custody orders; and,
- Meet with local First Nations to identify, confirm, and review plans for children and youth with a view to
 exploring permanency options for the children and youth.

The Special Advisor will also work with the MCFD Minister and Deputy Minister to develop plans consistent with the direction emerging from the COF, specific to British Columbia, to engage:

- First Nations and Aboriginal Leaders in discussions to assist the Province and Aboriginal communities to
 jointly and collaboratively reduce the number of First Nations and Aboriginal Children in care;
- with the federal government in meaningful work to enhance prevention and intervention work, as well as
 to address 'root causes' as discussed in the COF report.

As discussed with the Minister and in conjunction with her, the Special Advisor may also speak and work with other members of Cabinet in pursuit of these objectives.

The Special Advisor, along with the MCFD Minister, Deputy Minister, ministry staff and staff from the office of the Representative have developed a work plan to guide the work above.

There may also be an opportunity for the Special Advisor to work with the MCFD Minister and Deputy Minister on projects related to Early Child Development. A work plan will be considered for this area between the Special Advisor, Minister, Deputy Minister, and ministry staff.

Deliverables

The Special Advisor will provide:

- Monthly reports to the MCFD Minister to inform of progress, identify barriers and strategies to address them;
- Monthly reports to First Nations/Aboriginal leaders on progress, barriers and strategies; and,
- A final report summarizing the Special Advisor's activities relating to both permanency planning, as well
 as advancing British Columbia's work, after the release of the COF report, and any activity relating to
 Early Childhood Development.

Inputs

The Special Advisor must provide the equipment and software required to provide the services associated with the deliverables.

Outcomes

Throughout the delivery of the Services, the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor, to comply with other provisions of this Part, the Special Advisor will provide effective First Nations leadership to MCFD and the Office of the Representative for Children and Youth, to improve permanency planning, including securing permanency plans for First Nations and Aboriginal children in continuing custody;

Given the Special Advisor's background and expertise, the Contract will also consider current legal and policy frameworks and provide advice to improve effective and ongoing support for families to raise their child/children in their community, or to develop permanency options in their communities for children currently in care;

Assist the MCFD Minister and Deputy Minister to, after the release of the COF report, facilitate related dialogue with First Nation leaders on how to collaboratively approach reducing the over representation of First Nation and Aboriginal children in care; and,

Assist the MCFD Minister and Deputy Minister to engage in strategies and discussions to address over representation with the federal government.

Reporting requirements

Schedule B - Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

<u>Maximum Amount</u>: Despite sections 2 and 3 of this Schedule, \$100,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Fees: at a rate of \$625.00 per day, for those days during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from Victoria BC on the same basis as the Province pays its Group III employees when they are on travel status, not to exceed \$25,000.00; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses,

excluding goods and services tax (GST) or other applicable tax paid or payable by the Contractor on expenses described in a) and (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

<u>Statements of Account</u>: In order to obtain payment of any fees and expenses under this Agreement for a <u>period from and including the 15th day of a month to and including the 14th day of the next month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:</u>

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked on each day during the Billing Period for which the Contractor claims fees, and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

<u>Payments Due</u>: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

The Special Advisor will be available by phone, email and/or in person, as agreed to, for the purposes listed above. The MCFD Minister and Deputy Minister acknowledge the Special Advisor's other duties and roles and recognizes the Advisor will accommodate duties as a Special Advisor within his existing calendar.

PART 3. RELATED DOCUMENTATION:

- The Contractor must perform the Services in accordance with the obligations set out in this Schedule A
 including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation
 attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.
- 2. The following documentation is incorporated by reference into this Schedule A:
 - o NA

PART 4. KEY PERSONNEL:

The Key Personnel of the Contractor are as follows:

1. The Special Advisor, Grand Chief Edward John.

$Schedule\ C-Approved\ Subcontractor(s)$

Not applicable

Schedule D - Insurance

The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:

- (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) Include the Province as an additional insured;
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change; and,
 - (iii) include a cross liability clause.
- 2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
- The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) Within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and,
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
- 4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E - Privacy Protection Schedule

Definitions

- 1. In this Schedule,
 - (a) "access" means disclosure by the provision of access;
 - (b) "Act" means the Freedom of Information and Protection of Privacy Act (British Columbia);
 - (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 the Province's 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 the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

- 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

- Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
- 9. When issuing a written direction under section 8, the Province must advise the 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

 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 the custody or under the control of the Contractor, the Contractor:
 - (a) receives a foreign demand for disclosure;

- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

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

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, 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 the Contractor's management of personal information or the Contractor's 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.

Schedule F - Additional Terms

The Contractor, Grand Chief Edward John, hereby agrees that it will not use or disclosure any identifiable client
information (whether received or created before or after the date of this agreement) except for the purposes
necessary to perform work as set out in Schedule A of this Agreement entered into between the Contractor and
the Province of BC before this date September 08, 2015, or with the prior written consent of the Province in its
sole discretion or as compelled by law.

The Contractor agrees that paper-based confidential / personal information will not to be transported through a mail delivery system such as Canada Post, external couriers, or other postal services, and where necessary to mail or courier electronic or paper-based information, that all information will be encrypted prior to doing so; and that decryption passwords, or paper-based confidential and/or personal information, is not accompanied with the encrypted storage device that is mailed or couriered.

The Contractor represents that it has safeguards in place to protect the security of client information. The Contractor agrees to securely dispose of identifiable client information once it is no longer required for the purposes specified in this Agreement and to notify the Deputy Minister, Ministry of Children and Family Development within a reasonable time thereafter that this has been done and how it has been done.

The Contractor agrees that there will be no disclosure of personal identifiable information outside of Canada and no access to this information from outside Canada without prior consent from the Province of BC.

The Contractor must comply with the <u>Appropriate Use Policy</u> related to access and use of the Government network and IT assets (laptop). The Contractor is required to ensure these assets are returned undamaged to the Province, within 2 weeks of the end of the term of this Agreement.

- In accordance with the <u>Criminal Records Review Act</u>, the Contractor, Grand Chief Edward John, must undertake a criminal record check. Upon our written request the Contractor must provide us written confirmation that a criminal record check has been initiated and as required under the <u>Criminal Records Review Act</u>;
 - a. the Contractor has acted on instructions from officials responsible for administering the *Criminal Records Review Act* or from us; and
 - b. all other related procedures have been followed

Schedule G - Security Schedule

Definitions

- 1. In this Schedule,
 - "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
 - (b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services;
 - (c) "Information" means information
 - (i) in the Material, or
 - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
 - (d) "Record" means a "record" as defined in the Interpretation Act;
 - (e) "Sensitive Information" means
 - (i) Information that is "personal information" as defined in the Freedom of Information and Protection of Privacy Act, or
 - (ii) any other Information specified as "Sensitive Information" in Appendix G6, if attached; and
 - (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
 - (i) the Contractor or a subcontractor if an individual, or
 - (ii) an employee or volunteer of the Contractor or of a subcontractor.

Schedule contains additional obligations

 The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

Services Worker confidentiality agreements

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

Services Worker security screening

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

Services Worker activity logging

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

Facilities and Equipment protection and access control

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

to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.

8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

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

Integrity of Information

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

Documentation of changes to processes

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

Notice of security breaches

- 13. If Contractor becomes aware that:
 - (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
 - (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

Review of security breaches

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

Retention of Records

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

Storage of Records

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

Audit

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

and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

Termination of Agreement

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

Interpretation

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

SCHEDULE G - Appendix G1 - Security screening requirements

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

Verification of name, date of birth and address

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

Primary Identification	Secondary Identification
B.C. driver's licence or learner's licence (must have photo) B.C. Identification (BCID) card Issued by provincial or territorial government: Canadian birth certificate Issued by Government of Canada: Canadian Citizenship Card Permanent Resident Card Canadian Record of Landing/Canadian Immigration Identification Record	 School ID card (student card) Bank card (only if holder's name is on card) Credit card (only if holder's name is on card) Passport Foreign birth certificate (a baptismal certificate is not acceptable) Canadian or U.S. driver's licence Naturalization certificate Canadian Forces identification Police identification Foreign Affairs Canada or consular identification Vehicle registration (only if owner's signature is shown) Picture employee ID card Firearms Acquisition Certificate Social Insurance Card (only if has signature strip) B.C. CareCard Native Status Card Parole Certificate ID Correctional Service Conditional Release Card

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

Verification of education and professional qualifications

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

Verification of employment history and reference checks

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

Security interview

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



September 08, 2015

Ref: 224375

Grand Chief Edward John Suite 200-1200 Park Royal South West Vancouver, BC, V7T1A2

Dear Grand Chief Edward John:

This is your Non-Employee Travel Authorization Letter Effective September 15, 2015 through to March 31, 2016, confirming that you will be required to travel for the purpose of conducting the work related to your role as Senior Advisor to the MCFD Minister on Aboriginal Child Welfare.

Travel expenses may be claimed on the same basis as the Province pays its Group III employees when they are on travel status:

Group	Full Day	Half Day	Breakfast Only	Lunch Only	Dinner Only	B&L Only	L&D Only	B&D Only	Incidental Only
Ш	51.50	25.75	22.75	22.75	30.50	33.25	41.00	41.00	12.25

Travel expenses may be claimed for the following:

Transportation:

Meals:

Air Original receipts required Original receipts required Ferry

Lunch:

Breakfast: If travel status begins before 7:00 a.m. Claimable only if not provided

Bus Original receipts required Mileage allowance is \$0.52per km Car

Dinner:

If travel status ends after 6:00 p.m.

Taxi Original receipts required

Accommodation:

Refer to the Purchasing Services Branch's Business Travel Accommodation Listing for applicable locations and rates. (http://pss.gov.bc.ca/csa/categories/accommodation/search/)

If you cannot stay at any of the hotels listed in the guide due to an exceptional or emergency situation, pre-approval must be obtained from the ministry expense authority and attached to the expense claim.

Please keep all original receipts except those for meals and attach them to your claim for reimbursement. A copy of this letter must also be attached. Please forward your invoice with receipts to:

Carolyn Kamper PO Box 9721 Stn Prov Govt

The cost of the services or goods will be reimbursed to you by the Province of BC, at the rate(s) supplied.

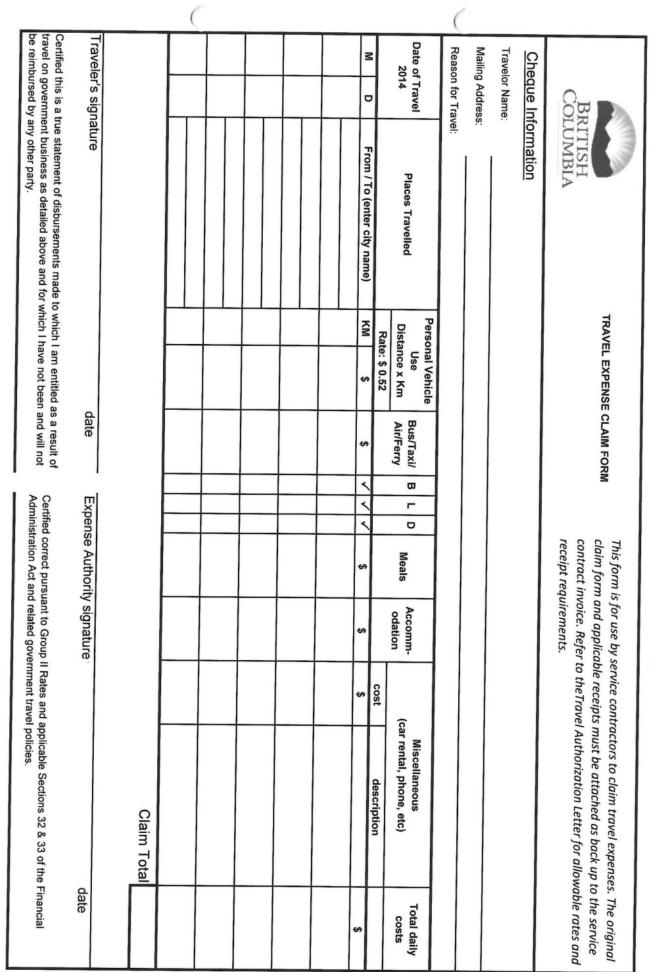
Victoria BC V8W 9S2 This Authorization Letter is not to be used by anyone other than you. Personal or other use of this letter, or services/goods provided through the use of this letter, for any reason other than those stated in your contract, terms of reference or other direction with the Ministry, is forbidden. Such use may result in termination of your ability in future to receive authorization to access travel reimbursement while conducting business for the Province of BC.

Yours sincerely,

Mark Sieben, Deputy Minister

Ministry of Children and Family Development

Ministry of Children and Family Development Travel Expense Claim for Non-Government Employees





September 08, 2015

To Whom It May Concern:

Re: Access to BC Government Hotel Rates

This is to confirm that Edward John is working under contract to the Province of British Columbia and as such is authorized to acquire accommodation at your property at the Province of British Columbia's rates, as posted to http://csa.pss.gov.bc.ca/businesstravel.

The period of this authorization is September 14, 2015 through March 31, 2016.

Should you have any questions regarding this authorization please contact <u>Carolyn.Kamper@gov.bc.ca</u> or 250-387-3717.

Carolyn Kamper

Executive Director, Strategic Coordination, Executive Operations and Corporate Communications

Ministry of Children and Family Development



October 10, 2015

Grand Chief Edward John Suite 1200-100 Park Royal SW Vancouver, BC V7T 1A2

Dear Ed John:

RE: Modification Agreement YBA224375-1.

Please find enclosed a copy of the above noted Modification Agreement.

Please sign and return this agreement via scan / email to: Carolyn.Kamper@gov.bc.ca, or by fax to: 250 356-2920, to the attention of Carolyn Kamper.

To ensure a timely payment, please return all contract documents as soon as possible. A fully executed document will be returned to you for your records.

Thank you.

Carolyn Kamper

Attachments

Modification Agreement and related Schedules

Deputy Minister



MODIFICATION AGREEMENT No. 1

BETWEEN

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

AND

GRAND CHIEF EDWARD JOHN, SUITE 1200-100 PARK ROYAL SOUTHWEST VANCOUVER, BRITISH COLUMBIA, V7T 1A2 (the "Contractor" "you" or "your" as applicable)

BACKGROUND

A. The parties entered into an agreement dated September 08, 2015, identified as Ministry Contract No.: YBA224375, (the "Agreement").

B. The parties have agreed to modify the Agreement, effective October 09, 2015.

AGREEMENT

The parties agree as follows:

(1) Subsections 5.1 and 5.3 and Schedule E of the Agreement are deleted and replaced with:

The Contractor, as a delegate of the director under the Child, Family and Community Service Act ("CFCSA"), must comply with the Freedom of Information and Protection of Privacy Act and Part 5 of the CFCSA.

(2) Sections 9.1 and 9.2 are deleted and are replaced with:

To the extent the Contractor, Grand Chief Ed John is not covered by any applicable insurance or arrangements for indemnity, the Province will indemnify and save harmless the Contractor from and against any losses, claims, actions, causes of action, costs and expenses that the Contractor may sustain, incur, suffer or be 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 in the performance of the Services set out in Schedule A of this Agreement, except where such loss arises from the Contractor's willful misconduct, gross negligence, default, or any act or omission outside the scope of the Services.

- (3) Schedule A is amended as follows:
 - Under the heading Outputs, to add: the Special Advisor must act in accordance with his delegated authority as expressed in the attached letter of delegation.
 - Under the heading Deliverables, to clarify that the Special Advisor's deliverable in respect of a "final report" is a final written report.
 - Under the heading Related Documents, section 2, to list the attached letter of delegation as a document that is incorporated by reference into Schedule A.

Ministry of Children and Family Development Office:

Deputy Minister

Mailing Address: PO BOX 9721 STN PROV GOVT Victoria BC V8W 9S2

Telephone: 250 387-1541 Facsimile: 250 356-2920 Web: http://www.gov.bc.ca/mcf/ Location Address: 4th Floor, 765 Broughton St Victoria BC V8W 952



- (4) Schedule B is amended to increase the maximum amount from \$100,000 to \$110,000 (an increase of \$10,000).
- (5) Schedule C is amended to include the subcontractor, the First Nations Summit, as described in the attached revised Schedule C.
- (6) Schedule D is deleted.
- (7) Schedule F is deleted and replaced with the attached revised Schedule F.
- (8) Schedule G is amended as follows:
 - Section 9.1 is added:
 - o The Contractor must comply with the <u>Appropriate Use Policy</u> related to access and use of the Government network and IT assets (laptop). The Contractor is required to ensure these assets are returned undamaged to the Province, within three weeks of the end of the Term.
 - Section 9.2 is added:
 - The Contractor agrees that paper-based confidential / personal information will not be transported through a mail delivery system such as Canada Post, external couriers, or other postal services, and where necessary to mail or courier electronic or paper-based information, that all information will be encrypted prior to doing so; and that decryption passwords, or paper-based confidential and/or personal information is not accompanied with the encrypted storage device that is mailed or couriered.
 - Section 15 is deleted and replaced with:
 - The Contractor will return all Materials to the Province within three weeks of the end of the Term.
- (9) In all other respects, the Agreement is confirmed.

SIGNED AND DEL October, 2015 on b duly authorized rep (Authorized Repr		SIGNED AND DELIVERED on the 10 th day of October, 2015 by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation): (Contractor or Authorized Signatory)						
Mark Sieben (Print Name)		Edward John (Print Name)						
Ministry of Children and Family Development	Office: Deputy Minister	Mailing Address: PO BOX 9721 STN PROV GOVT Victoria BC V8W 952	Location Address: 4 th Floor, 765 Broughton St Victoria BC V8W 952	_				

Telephone: 250 387-1541 Facsimile: 250 356-2920 Web: http://www.gov.bc.ca/mcf/



Schedule C to the Service Agreement, YBA224375, between Her Majesty the Queen in right of the Province of British Columbia and Grand Chief Edward John.

Schedule C- Approved Subcontractor(s)

First Nations Summit

Suite 1200 - 100 Park Royal South West Vancouver, BC V7T 1A2

Tel: 604.926.9903 Fax: 604.926-9923



Schedule F to the Service Agreement, YBA224375, between Her Majesty the Queen in right of the Province of British Columbia and Grand Chief Edward John.

Schedule F - Additional Terms

The Contractor and the Province agree that:

- In accordance with the <u>Criminal Records Review Act</u>, the Contractor must undertake a criminal records check. Upon our written request the Contractor must provide us written confirmation that a criminal record check has been initiative and as required under the <u>Criminal Records Review Act</u>;
 - a. the Contractor has acted on instructions from officials responsible for administering the *Criminal Records Review Act* or from us; and
 - b. all other related procedures have been followed.
- 2. First Nations Summit will provide 0.25 of time of an administrative staff (see chart below). This is subject to review on or before December 29, 2015.

First Nations Summit (0.25 administrative staff)	Ministry of Children and Family Development
Receive and respond to general telephone enquiries,	Direct calls for GCEJ to FNS.
redirecting and/or responding, screening and	
prioritizing enquires.	
Receive incoming mail. Draft, proofread and or edit	Receive incoming mail and either electronically
various forms of draft correspondence, as required.	forward it, or courier hard copy correspondence
	that comes in to the ministry for CDEJ to FNS.
Manage a calendar for GCEJ, schedule all meetings	Designate an MCFD contact to work with FNS to
that he joins, including liaising with a designated	find appropriate times for ministry staff to join
MCFD contact to find meeting time for ministry	meetings with GCEJ.
staff. Send meeting invitations to both GCEJ and	
MCFD staff attending he event / meeting.	
If a meeting boardroom or larger venue is required	Working with FNS, book meeting board rooms
and FNS does not have space in the FNS office, then	and/or larger venues, if there is no space in the
to work with a designated MCFD key contact who	FNS office. If space in a ministry office is not
will work to find and book space. GCEJ will be	available, then to look to rent space, if required.
reimbursed as per terms of Contract for any venue	Any costs associated with the venue and/or
or refreshment costs.	refreshments will be paid by GCEJ according to
	contract terms.

Continued on page 2.



Continued -	Continued -
First Nations Summit (0.25 administrative staff)	Ministry of Children and Family Development
List meetings that GCEP holds without ministry	List meetings with ministry staff, GCEJ and/or
staff, including dates, attendees, location and	other stakeholders, including dates, attendees,
purpose of the meeting.	location and purpose of the meeting.
Prepare agendas and related materials for meetings,	
as required.	
FNS administrate staff support to take minutes	MCFD staff attending meetings with CDEJ will
and/or identify follow up actions, as required for	take minutes and/or follow up action items, as
meetings in the FNS office. For other meetings, a	required.
ministry representative will take notes.	
Compile and organize information packages /	Support FNS to compile and organize
binders for distribution at meetings, as required.	information packages / binders for distribution at
	meetings, as required.
Plan and coordinate travel arrangements for GCEJ	Process payments of invoices in a timely manner.
ensuring that expense claims, business meeting	
expenses and travel authorizations comply with the	
contract requirements.	
	Process government security access requests.
Maintain file and records, and return these records	Receive the files at the end of the Term and
to the Province, in accordance with Schedule G.	archive and /or confidentially dispose of, as per
	government policy.





Ref: 224944

October 8, 2015

In the Matter of the Delegation by a Director under s.92 of the Child, Family and Community Service Act

Pursuant to section 92 of the *Child, Family and Community Service Act (CFCSA)*, I, Holden Chu, a director designated under section 91 of the *CFCSA* hereby delegate to Edward John the powers, duties and functions under the *CFCSA* that are set out in, the *CFCSA* as follows:

- S. 93(1)(h)
- S. 93.2
- S. 96(2.1)
- Part 5 of the CFCSA

This delegation is subject to the following terms and conditions:

- Delegated powers, duties and functions must be used within the parameters of your contract with the Province.
- 2. Delegated powers, duties and functions must be used in a manner that is consistent with any protocol, agreement or other instrument that limits the authority of the designated director.

This delegation is effective October 8, 2015, and remains in effect during the term of the delegated person's contract with the Province or until revoked in writing.

Holden Chu



Ministry of Finance

Risk Management Branch and Government Security Office

MEMORANDUM

October 8, 2015 INDE 1.0 20164552

Rebecca Lomas Manager, Governance Initiatives Ministry of Children and Family Development

Sent via email: rebecca.lomas@gov.bc.ca

Re: Indemnity Approval

Pursuant to section 1 of the Guarantees and Indemnities Regulation, BC Reg 258/87, as amended, I, Linda Irvine, Executive Director of Risk Management Branch, of the Ministry of Finance, do hereby give my written assurance that the proposal for the indemnity(s) in the Modification Agreement No. 1 between Her Majesty the Queen in Right of the Province of British Columbia, represented by the Minister of Children and Family Development and Grand Chief Edward John, has been reviewed and accepted by the Risk Management Branch.

Linda Irvine

Executive Director

Risk Management Branch

Ministry of Finance

LI/MS

Attachment

pc:

Anne Minnings

Chief Financial Officer

Page 79 to/à Page 86

Withheld pursuant to/removed as

s.14

Administrative Support for Grand Chief Edward John (GCEJ) By First Nations Summit and MCFD

First Nations Summit will provide .25 of time of an admin staff. *This is subject to review in 3 months so on or before December 29, 2015.

	First Nations Summit (.25 admin staff [*])		Ministry of Children and Family Development
•	Receive and respond to general telephone enquiries, redirecting and/or responding, screening and prioritizing enquiries.	•	Direct calls for GCEJ to FNS.
•	Receive incoming mail. Draft, proofread and/or edit various forms of draft correspondence, as required.	•	Receive incoming mail and either electronically forward it, or courier hard copy correspondence that comes in to the ministry for GCEJ to FNS.
•	Manage a calendar for GCEJ, schedule all meetings that he joins, including liaising with a designated MCFD contact to find meeting times for ministry staff. Send meeting invitations to both GCEJ and MCFD staff attending the event/meeting.	•	Designate a MCFD contact to work with FNS to find appropriate times for ministry staff to join meetings with GCEJ.
•	If a meeting boardroom or larger venue is required and FNS does not have space in the FNS office, then to work with a designated MCFD key contact who will work to find and book space. GCEJ will be reimbursed as per terms of Contract for any venue or refreshment costs.	•	Working with FNS, book meeting boardrooms and/or larger venues, if there is no space in the FNS office. If space in a ministry office is not available, then to look to rent space if required. Any costs associated with the venue and/or refreshments will be paid by GCEJ according to contract terms.
•	List meetings that GCEJ holds without ministry staff including dates, attendees, location and purpose of the meeting.	•	List meetings with ministry staff, GCEJ and/or other stakeholders, including dates, attendees, location and purpose of the meeting.
•	Prepare agendas and related materials for meetings, as required.	•	
•	FNS admin support to take minutes and/or identify follow up actions, as required for meetings in the FNS office. For other meetings, a ministry representative will take notes.	•	MCFD staff attending meetings with GCEJ will take minutes and/or follow up action items, as required.
•	Compile and organize information packages/binders for distribution at meetings, as required.	•	Support FNS to compile and organize information packages/binders for distribution at meetings, as required.
•	Plan and coordinate travel arrangements for GCEJ ensuring that expense claims, business meeting expenses and travel authorizations comply with the contract requirements.	•	Process payments of invoices in a timely manner.
•	Maintains files and records and return these records to the Province three weeks at the end of the term of the contract. (Note: Materials produced as a result of the contract are records of the Province)	•	Process government security access requests Receive the files at the end of the term of the contract and archive and/or confidentially dispose of, as per government policy.

Invoice Number	Invoice Date	Payee	Vendor Number	Vendor Site	Batch Name	Туре	Invoice Description	Entered Date	e Pay Authorized By	Pay Group	Due Date	Invoice Amount	Inv Gl Posting Status
001	2016/02/24	JOHN, EDWARD	173928	001	39XCF16SLP46545	STANDARD		2016/03/14		GEN CHQ	2016/03/08	\$3,546.42	Posted
Cheque Number	Date Paid Pa	yment Amount F	repay Invoice Nun	nber Dist Line	Distribution Descr	ription Period	d Year Period Number	Responsibility	Service Line Stob Pr	oject Distribu	ition Amount	Contract Contrac	t Line Gl Posting Status
15912397 1	16/MAR/2016	\$3,546.42		1	FY16 EXPENSES	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	2016 12	18YBA	14011 6002 180	00000	\$3,546.42	YBA224375 0002	Posted
				e-dec									
Invoice Number	Invoice Date	Payee	Vendor Number	Vendor Site	Batch Name	Туре	Invoice Description	Entered Date	e Pay Authorized By	Pay Group	Due Date	Invoice Amount	Inv Gl Posting Status
003	2016/03/18	JOHN, EDWARD	173928	001	39XCF16SLP46614	STANDARD		2016/03/26		GEN CHQ	2016/03/23	\$38,037.50	Posted
Cheque Number	Date Paid Pa	yment Amount F	repay Invoice Nun	nber Dist Line	Distribution Descr	ription Period	d Year Period Number	Responsibility	Service Line Stob Pr	oject Distribu	ition Amount	Contract Contrac	t Line Gl Posting Status
15937906	30/MAR/2016	\$41,986.33		1	FY16 FEES	WAR AND THE STATE OF THE	2016 12	18YBA	14011 6001 180	00000	\$38,037.50	YBA224375 0001	Posted
				100									
Invoice Number	Invoice Date	Payee	Vendor Number	Vendor Site	Batch Name	Туре	Invoice Description	Entered Date	e Pay Authorized By	Pay Group	Due Date	Invoice Amount	Inv Gl Posting Status
002	2016/03/15	JOHN, EDWARD	173928	001	39XCF16SLP46614	STANDARD		2016/03/26	38	GEN CHQ	2016/03/18	\$3,948.83	Posted
Cheque Number	Date Paid Pa	yment Amount F	repay Invoice Nun	nber Dist Line	Distribution Descr	ription Period	d Year Period Number	Responsibility	Service Line Stob Pr	oject Distribu	ution Amount	Contract Contrac	t Line Gl Posting Status
15937906	30/MAR/2016	\$41,986.33		1	FY16 EXPENSES		2016 12	18YBA	14011 6002 180	00000	\$3,948.83	YBA224375 0002	Posted

Invoice Number	Invoice Date	Payee	Vendor Number	Vendor Site	Batch Name	Туре	Invoice Description	Entered Da	ate Pay Authorized I	By Pay Grou	p Due Date	Invoice Amount	Inv Gl Posting Status
004	2016/06/21	JOHN, EDWARD	173928 0	001 39	9XCF17AYE54769 S	TANDARD YB	8A224375 SEP/15-MAR/1	5 2016/07/05		GEN CHQ	2016/06/27	\$2,666.11	Posted
Cheque Number	Date Paid Pay	ment Amount P	repay Invoice Num	ber Dist Line	Distribution Descri	iption Period	Year Period Number R	esponsibility S	Service Line Stob Pro	ject Distribu	tion Amount	Contract Contract	Line GI Posting Status
16080828	06/JUL/2016	\$2,666.11		1	FY17 VAR EXPENSES		2017 4 1	SYBA 1	14011 6002 180	0000	\$2,666.11	YBA224375 0004	Posted
CONTRACTOR A CONTRACTOR CONTRACTOR CONTRACTOR	2016/05/09	JOHN, EDWARD	Vendor Number 173928 Prepay Invoice Num	001 nber Dist Line	39XCF17AYE54974	ription Period	YBA224375 d Year Period Number	2016/08/12 Responsibility	38	GEN CHQ	2016/06/27 ution Amount	\$4,151.15	Inv Gl Posting Status Posted t Line Gl Posting Status Posted
Invoice Number 1	Invoice Date		odor Number Vendo	or Site Batc	h Name Type	ŧ	Invoice Descri	ption	Entered Da		ized By Pay (voice Amount Inv Gl Pos \$2,769.25 Posted
Cheque Number 16149482	r Date Paid I 22/AUG/2016	74	Prepay Invoice N	umber I	Dist Line Distributi	2.5	on Period Year Period N 2017	- 17				Amount Contract 2,769.25 YBA224375	Contract Line Gl Posting 0004 Posted
Invoice Number 1743		Payee JOHN, EDWARD	Vendor Number 173928		Batch Name 39XCF17AYE55000	Type STANDARD	Invoice Description YBA224375 EXPENSES		e Pay Authorized By		Due Date 2016/08/19	Invoice Amount \$269.91	Inv Gl Posting Status
15	Date Paid Pa 22/AUG/2016	yment Amount F \$4,460.16	repay Invoice Nun		Distribution Descri FY17 VAR EXPENSE	7		- 15	Service Line Stob Pro 14011 6002 180	71		Contract Contract YBA224375 0004	t Line Gl Posting Status Posted
Invoice Number I		Payee Ven	ndor Number Vende			RD YBA224375	Invoice Description				Group Due D		nt Inv Gl Posting Status
Cheque Number			deline desired	nber Dist Line		ription Period	d Year Period Number	Responsibility		oject Distribu	ition Amount		t Line Gl Posting Status Posted

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