



BRITISH  
COLUMBIA

Ministry of Children  
and Family Development

**REQUEST FOR  
CONTRACT APPROVAL:  
MODIFICATION AGREEMENT**

The information requested on this form is collected under the authority of and will be used for the purpose of administering the Financial Administration Act. Under certain circumstances, the collected information may be subject to disclosure as per the Financial Administration Act and/or the Freedom of Information and Protection of Privacy Act. Any questions about the collection, use or disclosure of this information should be directed to the Help Desk, Finance and Administration Branch, (250)953-4380, PO Box 9760 Stn Prov Govt, Victoria, B.C. V8W 9S4.

In order to initiate the modification process, you are required to attach a copy of your approved CF2511A form, a copy of the initial contract and a draft copy of this form (CF2511B).

For office use only

CLIFF # 192393

CROSSREFERENCE # \_\_\_\_\_

**1. VALUE OF INITIAL AND MODIFIED CONTRACT**

	FROM (YYYY/MM/DD)	TO (YYYY/MM/DD)	MAXIMUM FEES	MAXIMUM EXPENSES	TOTAL
Initial Contract	2010/06/16	2011/03/31	\$ 2,887,552.00	\$	\$ 2,887,552.00
Modification #1	2011/04/01	2011/06/30	\$ 703,138.00	\$	\$ 703,138.00
Modification #2	2010/06/16	2011/03/31	\$ 29,900.00	\$	\$ 29,900.00
Total Amount (cumulative value of Initial contract and any modifications)			\$ 3,620,590.00	\$ 0.00	\$ 3,620,590.00

**2. RATIONALE FOR MODIFICATION (check all that apply)**

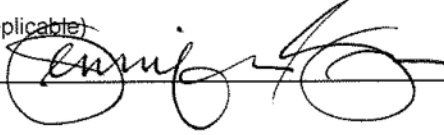
- |   |  |
|---|--|
| <input type="checkbox"/> Change in contractor's legal name or address | <input type="checkbox"/> Price and Term change   |
| <input checked="" type="checkbox"/> Price change                      | <input checked="" type="checkbox"/> Scope change (same as Direct Award)                |
| <input type="checkbox"/> Term change                                  | <input type="checkbox"/> Direct Award (must meet at least one of the criteria in CPPM, |

**3. ADDITIONAL RATIONALE FOR MODIFICATION**

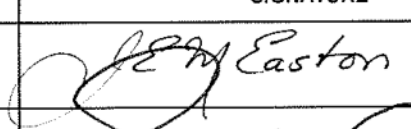
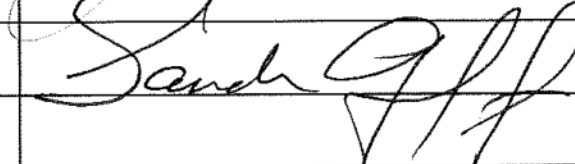
(Identify factors that were not known during the procurement and contract award processes)

To link the Middle Years Development Instrument (MDI) to the development of MCFD outcome measures.

**4. REVIEW AND ADVICE (see Approval Matrix/Process Chart)**

<input checked="" type="checkbox"/> Contract Specialist (if applicable)	
Reviewed by: 	Date (YYYY/MM/DD): 2011/03/23
and/or	
<input type="checkbox"/> Procurement Governance and Policy Team (for professional service contracts only)	
Reviewed by: _____	Date (YYYY/MM/DD): _____

**5. APPROVALS (See Approval Matrix/Process Chart and sign where applicable)**

APPROVING AUTHORITY	SIGNATURE	DATE SIGNED (YYYY/MM/DD)
Expense Authority - I hereby certify that this request meets all applicable government and ministry policies		2011/03/23
Assistant Deputy Minister <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved		2011/03/23
Executive Financial Officer <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved		

 <b>BRITISH COLUMBIA</b>	Ministry of Children and Family Development	<b>MODIFICATION AGREEMENT</b>
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**BETWEEN**

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

**Joan Easton**

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

**AND**

**University of British Columbia**

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

**BACKGROUND**

- A. The parties entered into an agreement number XCE192393 and dated June 10, 2010, (the "Agreement").
- B. The parties have agreed to modify the Agreement effective March 23, 2011.

**AGREEMENT**

The parties agree as follows:

1. Increase the 2010/11 contract amount by \$29,900.

Amend Schedule A – Research Project and Term (8) Technical Liaison and Data Analysis by adding:

- 8.02 Link the Middle Years Development Instrument (MDI) to the development of MCFD outcome measures.

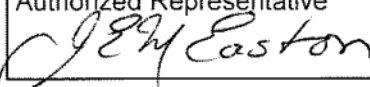
Amend Schedule B – Financial Contribution (1) by adding:

- 1(a) \$29,900 is payable upon receipt of an invoice, and project proposal linking MDI to MCFD outcome measures.

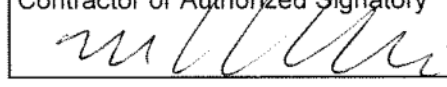
2. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the 30<sup>th</sup> day of March, 2011

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

Authorized Representative 
Name Joan Easton
Title Senior Director

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

Contractor or Authorized Signatory 
Name MARIO A. KASAPI
Title Associate Director University - Industry Liaison Office





BRITISH  
COLUMBIA

Ministry of Children  
and Family Development

REQUEST FOR  
CONTRACT APPROVAL:  
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In order to initiate the modification process, you are required to attach a copy of your approved CF2511A form, a copy of the initial contract and a draft copy of this form (CF2511B).

For office use only  
CLIFF # 192393  
CROSSREFERENCE #

1. VALUE OF INITIAL AND MODIFIED CONTRACT

	FROM (YYYY/MM/DD)	TO (YYYY/MM/DD)	MAXIMUM FEES	MAXIMUM EXPENSES	TOTAL
Initial Contract	2010/06/16	2011/03/31	<del>\$ 2,887,552</del> \$ 2,812,552.00	\$	<del>\$ 2,887,552</del> \$ 2,812,552.00
Modification #1	2011/04/01	2011/06/30	\$ 703,138.00	\$	\$ 703,138.00
Modification #2			\$	\$	\$ 0.00
Total Amount (cumulative value of Initial contract and any modifications)			<del>\$ 3,590,690</del> \$ 3,515,690.00	\$ 0.00	<del>\$ 3,590,690</del> \$ 3,515,690.00

2. RATIONALE FOR MODIFICATION (check all that apply)

- ☐ Change in contractor's legal name or address  
☐ Price change  
☐ Term change  
☒ Price and Term change  
☐ Scope change (same as Direct Award)  
☐ Direct Award (must meet at least one of the criteria in CPPM,

3. ADDITIONAL RATIONALE FOR MODIFICATION

(Identify factors that were not known during the procurement and contract award processes)

Negotiations in process for the annual research agreement with HELP/UBC. Unlikely to reach agreement by March 31, 2011. Contract extension to ensure UBC administrative structure remain in place while negotiations are underway.

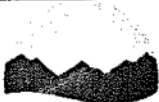
4. REVIEW AND ADVICE (see Approval Matrix/Process Chart)

☒ Contract Specialist (if applicable)  
Reviewed by: [Signature] Date (YYYY/MM/DD): 2011/02/16  
and/or  
☐ Procurement Governance and Policy Team (for professional service contracts only).  
Reviewed by: \_\_\_\_\_ Date (YYYY/MM/DD): \_\_\_\_\_

5. APPROVALS (See Approval Matrix/Process Chart and sign where applicable)

APPROVING AUTHORITY	SIGNATURE	DATE SIGNED (YYYY/MM/DD)
Expense Authority - I hereby certify that this request meets all applicable government and ministry policies	<u>[Signature]</u>	2011/02/16
Assistant Deputy Minister <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	<u>[Signature]</u>	2011/02/17
Executive Financial Officer <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved		

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 <b>BRITISH COLUMBIA</b>	Ministry of Children and Family Development	<b>MODIFICATION AGREEMENT</b>
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**BETWEEN**

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

Steven Yong

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

**AND**

University of British Columbia

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

**BACKGROUND**

- A. The parties entered into an agreement number XCE192393 and dated June 10,  
2010, (the "Agreement").
- B. The parties have agreed to modify the Agreement effective February 16, 2011.

**AGREEMENT**

The parties agree as follows:

1. To amend the contract to expire June 30, 2011.
2. To increase contract amount by \$703,138.
3. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the 23<sup>rd</sup> day of February, 2011.

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

Authorized Representative

Name  
Sandra Griffin

Title  
Assistant Deputy Minister

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

Contractor or Authorized Signatory

Name  
John W. Hepburn **MARIO A. KASAPI**  
Associate Director

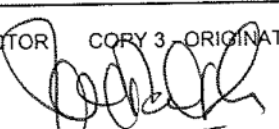
Title  
Vice President Research & International  
University-Industry Liaison Office

DISTRIBUTION: COPY 1 - FINANCIAL SERVICES DIVISION

COPY 2 - CONTRACTOR

COPY 3 - ORIGINATING OFFICE

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J. P. Heale, PhD, MBA  
Associate Director  
University-Industry Liaison Office



**BRITISH  
COLUMBIA**

Ministry of Children  
and Family Development

## REQUEST FOR CONTRACT APPROVAL: NEW CONTRACT

The information requested on this form is collected under the authority of and will be used for the purpose of administering the *Financial Administration Act*. Under certain circumstances, the collected information may be subject to disclosure as per the *Financial Administration Act* and/or the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to the Help Desk, Finance and Administration Branch, (250)953-4360, PO Box 9760 Stn Prov Govt, Victoria, B.C. V8W 9S4.

CONTRACTOR NAME (Last, Middle and First)

University of British Columbia

For office use only

CLIFF # 192393

### EXPENSE AUTHORITY CHECKLIST

This request can be completed only after considering the following resourcing options:

- ☐ Options 1 to 4 in the Resource Needs Assessment Checklist (Form CF2511).
- ☐ Information systems development and maintenance (STOB 2000)
- ☒ Service delivery contracts (STOBs 75, 79, 80) are exempt from the Resource Needs Assessment process.

The Procurement Governance and Policy Team (PGPT) is available to assist you to complete the contracting process.

### NATURE OF CONTRACT

- ☐ Professional Services Contract (STOBs 60, 61)
- ☒ Service Delivery Contract (STOBs 75, 79, 80)

### SECTION 1 CONTRACT INFORMATION

CONTRACT ADMINISTRATOR Steven Yong		PHONE NUMBER 250-356-7456	ESTIMATED DOLLAR VALUE (INCLUDING FEES AND EXPENSES) \$1.960M (see summary attachment)	
RESP XCE	SERVICE LINE 14046 14109	STOB(S) 8009	PROJECT 1800000	CONTRACT # (USE RESP AND CLIFF #) XCE192393

#### DESCRIPTION OF SERVICES REQUIRED

Human Early Learning Partnership at the University of British Columbia

### SECTION 2 PLANNING (check all that apply)

- ☐ Resource Needs Assessment form (CF2511) for STOBs 60/61 reviewed, completed and attached
- ☐ Standards of Conduct for Public Service Employees Engaged in Government Procurement Processes reviewed (standards available at Procurement Governance and Policy Intranet site @ [http://icw.mcf.gov.bc.ca/corporate\\_services/procurement/memorandums.shtml](http://icw.mcf.gov.bc.ca/corporate_services/procurement/memorandums.shtml))
- ☐ Business Case completed – mandatory for contracts over \$100,000. (Business Case template available at Intranet site @ [http://gww.lcs.gov.bc.ca/projectmanagement/pmtemplates\\_index.html#bc](http://gww.lcs.gov.bc.ca/projectmanagement/pmtemplates_index.html#bc))
- ☐ Privacy Impact Assessment initiated – for new programs and systems only
- ☒ Contract term. From June 16, 2010 To March 31, 2011
- ☐ Pre-approval for solicitation process received (see approval matrix)

### SECTION 3 SOLICITATION (check applicable box)

- ☐ Request for Proposal (RFP)
- ☐ Written or Verbal Quotes (minimum of 3 quotes for contracts of \$25,000 or less). Quotes must be documented in Contract file.
- ☐ Invitation to Quote (ITQ)
- ☐ Selected from Ministry's Bidders List (follow MCFD guidelines at PGPT Intranet site)
- ☐ Corporate Supply Arrangement (CSA)

## Human Early Learning Partnership (HELP) Agreement for Fiscal 2010/11

### Summary of Payments/Journal Vouchers over the Agreement Term:

Payment/Journal Voucher Schedule	Ministry Funding (\$ millions)			
	MCFD	MEd	MHLS	All Ministries
30-Jun-10	\$ 0.49	\$ 0.167	\$ 0.050	\$ 0.707
30-Sep-10	\$ 0.49	\$ 0.167	\$ 0.050	\$ 0.707
31-Dec-10	\$ 0.49	\$ 0.167	\$ 0.050	\$ 0.707
31-Mar-11	\$ 0.49	\$ 0.167	\$ 0.050	\$ 0.707
<b>Total</b>	<b>\$ 1.960<sup>1</sup></b>	<b>\$ 0.666</b>	<b>\$ 0.200<sup>2</sup></b>	<b>\$ 2.826</b>

<sup>1</sup> In the MOUs signed by MCFD and by Education, the initial total funding amount for MCFD was \$1.9M.

<sup>2</sup> MHLS signed their MOU at a later date - April 16, 2010 - and at that time, could only confirm \$200,000 funding; however, MHLS has agreed to provide an additional \$60,000 to MCFD for related contractual services associated with the Agreement. This \$60,000 is reflected in MCFD's new total in the above Summary of Payments.

# Sponsored Research Agreement

Contract #XCE192393

Province of British Columbia  
Ministry of Children & Family Development

## Transfer Under Agreement for Research at a B.C. Public University

THIS AGREEMENT dated for reference the 16<sup>th</sup> day of June, 2010

BETWEEN:

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

(the "Province")

OF THE FIRST PART

AND:

University of British Columbia

(the "University")

OF THE SECOND PART

The parties to this Agreement agree as follows:

## SECTION 1—DEFINITIONS

1.01 Where used in this Agreement:

- (a) "Commercial" means being able to yield or make a profit, prepared, done, or acting with sole or chief emphasis on saleability, profit, or success;
- (b) "Financial Contribution" means the total aggregate funding value stipulated in Schedule B;
- (c) "Intellectual Property" means intangible (non-physical) property which includes scientific or scholarly discoveries, copyright, computer software, moral rights related to copyrighted materials, trademarks, official marks, domain names, patents, industrial designs, literary, artistic, musical or visual works and know-how;
- (d) "Material" means all findings, data, reports, documents, records and material, (both printed and electronic, including but not limited to, on hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by the University, or provided by or on behalf of the Province to, the University as a direct result of this Agreement, but does not include property owned by the University;
- (e) "Non-Commercial" means not being able to profit financially at any time from the Material under this Agreement between the Province and University, in the use of the Material by the following non-commercial users and their employees: government ministries, agencies, boards and commissions; educational institutions (such as public school boards, public post-secondary institutions, community and technical institutes); and non-profit organizations (such as public libraries, charities, and other organizations created for the promotion of educational, health or social services purposes);

- (f) "Personal Information" means recorded information, not including business contact information, about an identifiable individual;
- (g) "Principal Investigator" means the individual identified by the University as the person primarily responsible for the Research Project;
- (g) "Rebate" means a rebate of 67% on Federal Goods and Services Tax applicable to the University;
- (h) "Research Project" means the research project described in Schedule A; and
- (i) "Term" means the period commencing on the start date and expiring on the end date of the Agreement stipulated in the Schedule A.

## SECTION 2—APPOINTMENT

- 2.01 The Province retains the University to conduct the Research Project during the Term, both described in Schedule "A".

## SECTION 3—PAYMENT OF A FINANCIAL CONTRIBUTION

- 3.01 Subject to the provisions of this Agreement, the Province will pay the University, in the amount and manner, and at the times set out in Schedule "B" attached to this Agreement.
- 3.02 Notwithstanding any other provision of this Agreement the payment of the Financial Contribution by the Province to the University pursuant to this Agreement is subject to:
- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal year when any payment of money by the Province to the University falls due pursuant to this Agreement, to make that payment; and
  - (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
- 3.03 The University is entitled to a Rebate from the Federal Government and will, therefore, charge to the Province only the non-refundable portion of Goods and Services Tax, as applicable to the Research Project, and as provided for within the Financial Contribution. Effective July 1, 2010, the Harmonized Sales Tax will apply to the Research Project, and as provided for within the Financial Contribution.

## SECTION 4—REPRESENTATIONS AND WARRANTIES

- 4.01 Subject to paragraph 4.04 (Disclaimer), the University represents and warrants to the Province with the intent that the Province will rely thereon in entering into this Agreement that:
- (a) all information, statements, documents and reports furnished or submitted by it to the Province in connection with this Agreement are true and correct;
  - (b) it has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement; and
  - (c) it is not in breach of, or in default under, any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it or its operations.
- 4.02 All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the University to the Province under this Agreement or in connection with any of the transactions contemplated hereby will be deemed to be representations and warranties by the University under this Agreement.
- 4.03 All representations, warranties, covenants and agreements made herein and all certificates, applications or other documents delivered by or on behalf of the University are material and will have been relied upon by the Province and will continue in

full force and effect during the continuation of this Agreement.

- 4.04 **Disclaimer.** The University makes no representations or warranties, either express or implied, regarding data or other results arising from the Research Project. The University specifically disclaims any implied warranty of non-infringement or merchantability or fitness for a particular purpose and the University will, in no event, be liable for any loss of profits, be they direct, consequential, incidental, or special or other similar damages arising from any defect, error or failure to perform, even if the University has been advised of the possibility of such damages. The Province acknowledges that the Research Project is of an experimental and exploratory nature, that no particular results can be guaranteed, and that the Province has been advised by the University to undertake its own due diligence with respect to all matters arising from this Agreement.

## **SECTION 5—RELATIONSHIP**

- 5.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 5.02 Each party will be an independent contractor and not the servant, employee or agent of the other party.
- 5.03 The University will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation.
- 5.04 The Province may, from time to time, give reasonable instructions to the University in relation to the carrying out of the Research Project, and the University will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement. Notwithstanding the foregoing, all changes to the scope and direction of the Agreement will be made with mutual agreement between the parties.

## **SECTION 6—UNIVERSITY'S OBLIGATIONS**

- 6.01 The University will:
- (a) carry out the Research Project in accordance with the terms of this Agreement during the Term stated in Schedule "A" of this Agreement;
  - (b) comply with the payment requirements set out in Schedule "B", including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
  - (c) comply with all applicable laws;
  - (d) hire and retain only qualified staff;
  - (e) unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry out the Research Project;
  - (f) co-operate with the Province in making such public announcements regarding the Research Project and the details of this Agreement as the Province requests; and
  - (g) acknowledge the financial contribution made by the Province to the University for the Research Project in any Materials, by printing on each of the Materials the following statement: "We gratefully acknowledge the financial support of the Province of British Columbia through the Ministries of Children & Family Development, Education and Healthy Living and Sport."

## **SECTION 7—RECORDS**

- 7.01 The University will:
- (a) establish and maintain accounting and administrative records to be used as the basis for the calculation of the Financial Contribution;
  - (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred; and
  - (c) permit the Province, for contract monitoring and audit purposes, at all reasonable times, upon reasonable notice, to enter

any premises used by the University to conduct the Research Project or keep any documents or records pertaining to the Research Project, in order for the Province to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and other Material, (both printed and electronic, including, but not limited to, on hard disk or diskettes), whether complete or not, that are produced, received or otherwise acquired by the University as a result of this Agreement.

- 7.02 The parties agree that the Province does not have control, for the purpose of the *Freedom of Information and Protection of Privacy Act*, of the records held by the University.

## **SECTION 8—STATEMENTS AND ACCOUNTING**

- 8.01 Within 3 months of being requested to do so by the Province in writing, the University will provide to the Province a financial statement documenting the expenditure of the Financial Contribution under this Agreement.
- 8.02 At the sole option of the Province, any portion of the Financial Contribution provided to the University under this Agreement and not expended at the end of the Agreement shall be retained by the University for supplemental research activities related to the Research Project.

## **SECTION 9—CONFLICT OF INTEREST**

- 9.01 The University must not knowingly allow its research personnel involved in performing the Research Project, to provide any services to any person in circumstances that could give rise to a conflict of interest between their duties to that person and their duties to the Province under this Agreement.

## **SECTION 10—CONFIDENTIALITY**

- 10.01 The University will treat as confidential all information or material which are clearly marked as confidential or proprietary when first disclosed ("Confidential Information") by the Province and supplied to or obtained by the University, or any subcontractor, under this Agreement and will not, without the prior written consent of the Province, except as required by applicable law, permit its disclosure except to the extent that such disclosure is necessary to enable the University to fulfill its obligations under this Agreement. Confidential Information may also include information furnished during discussions or oral presentations if it is conspicuously identified as proprietary at the time and then transcribed or confirmed in writing within thirty (30) days, specifically describing what portions of such information is considered to be proprietary or confidential. However, the University is under no obligation to maintain the confidentiality of Confidential Information which the University can show:
- (a) is or subsequently becomes generally available to the public through no act or fault of the University;
  - (b) was in the possession of the University prior to its disclosure by the Province to the University;
  - (c) was lawfully acquired by the University from a third party who was not under an obligation of confidentiality to the Province; or
  - (d) is required by an order of a legal process to disclose, provided that the University gives the Province prompt and reasonable notification of such requirement prior to disclosure; or
  - (e) was independently developed by employees, agents or consultants of the University who had no knowledge of or access to the Province's information as evidenced by the University's records.
- 10.02 The University will ensure that the Principle Investigator of the Research Project acknowledges the confidentiality provisions in this Agreement and it is the responsibility of the Principle Investigators to ensure that all other employees engaged in the Research Project are aware of the confidentiality provisions in this Agreement.

## **SECTION 11—DEFAULT**

- 11.01 Any of the following events will constitute an Event of Default, namely:
- (a) the University fails to comply with any material provision of this Agreement;



- (b) subject to paragraph 4.04, any representation or warranty made by the University in accepting this Agreement is untrue or incorrect; or
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the University pursuant to or as a result of this Agreement is untrue or incorrect.

## **SECTION 12—TERMINATION**

- 12.01 Either party may terminate this Agreement for any reason by giving at least thirty (30) days prior written notice to the other.
- 12.02 Upon the occurrence of any Event of Default and at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its option, elect to do any one or more of the following:
  - (a) terminate this Agreement, in which case the payment of the amount required under paragraph 12.04 of this Agreement will discharge the Province of all liability to the University under this Agreement;
  - (b) require the Event of Default be remedied within a time period specified by the Province;
  - (c) suspend any installment of the Financial Contribution or any amount that is due to the University while the Event of Default continues;
  - (d) waive the Event of Default; and
  - (e) pursue any other remedy available at law or in equity.
- 12.03 The Province may also, at its option, terminate this Agreement immediately if the Province determines that the University's failure to comply places the health or safety of any person conducting the Research Project at immediate risk, and the payment of the amount required under paragraph 12.04 of this Agreement will discharge the Province of all liability to the University under this Agreement.
- 12.04 Where this Agreement is terminated before 100% completion of the Research Project, the Province will pay to the University all costs and liabilities, including uncancellable commitments, relating to the Research Project up to but no more than the Financial Contribution which have been incurred by the University as of the date of receipt of notice of termination or the date of termination, whichever is later.

## **SECTION 13—DISPUTE RESOLUTION**

- 13.01 All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

## **SECTION 14—INDEMNITY**

- 14.01 The Province will indemnify and save harmless the University, its Board of Governors, directors, officers, employees, faculty, students and agents from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the University, its Board of Governors, directors, officers, employees, students and agents may sustain, incur, suffer or put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Province, or of any agent, employee, officer or director of the Province pursuant to this Agreement.
- 14.02 The University will indemnify and save harmless the Province, its officers, directors, employees and agents from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer, or be put to at any time, either before or after the expiration or termination of this Agreement, where the same are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the University or its Board of Governors, directors, officers, employees, faculty, contractors, students or agents pursuant to this Agreement.

## **SECTION 15—ASSIGNMENT AND SUBCONTRACTING**

- 15.01 The University will not, without the prior, written consent of the Province:
- (a) assign, either directly or indirectly, this Agreement or any right of the University under this Agreement; or
  - (b) subcontract any obligation of the University under this Agreement.
- 15.02 No subcontract entered into by the University will relieve the University from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such subcontract.
- 15.03 This Agreement will be binding upon the Province and its assigns and the University, the University's successors and permitted assigns.

## **SECTION 16—OWNERSHIP AND PUBLICATION OF RESULTS AND INTELLECTUAL PROPERTY**

- 16.01 Any equipment, machinery or other property, provided by the Province to the University for the conduct of the Research Project under this Agreement will:
- (a) be the exclusive property of the Province; and
  - (b) forthwith be delivered by the University to the Province on written notice to the University requesting delivery of the same at the Province's costs, whether such a notice is given before, upon, or after the expiration or sooner termination of this Agreement.
- 16.02 The University will retain title to any equipment purchased with funds provided by the Province under this Agreement and the Province acknowledges that the University's insurance is applicable only to such equipment owned by the University.
- 16.03 The Province acknowledges and agrees that the University owns all right, title and interest in the Material produced under this Agreement and Intellectual Property arising from the Research Project under this Agreement.
- 16.04 The University hereby grants the Province a perpetual non-exclusive, irrevocable, world-wide, fully paid up and royalty-free license to use, make, copy, distribute, translate, practice, and reproduce the Material produced under this Agreement and Intellectual Property arising under this Agreement for scientific, educational, public good and other Non-Commercial uses. In addition, the University grants the Province the additional rights to incorporate all or portions of the Material produced under this Agreement in any reports created by the Province and to further develop the Research Project reports provided that the content of the Research Project reports is not materially modified without the written approval of the University. Upon the Province's request, the University will deliver documents satisfactory to the Province that waive in the Province's favour any moral rights to Research Project reports, as defined in "Schedule A", which the University's employees or contractors may have in said Research Project reports.
- 16.05 The University and its employees will not be restricted from presenting publications at symposia, national or regional professional meetings, or from publishing in journals or other publications, accounts of the work pertaining to this Agreement. Publications, conference presentations, symposia and all other dissemination of material pertaining to the work of this Agreement will recognize the Ministries of Children & Family Development, Education and Healthy Living & Sport.

## **SECTION 17—OTHER FUNDING**

- 17.01 The University will ensure that if the University's research personnel, involved in performing the Research Project, receives funding for or in respect of the Research Project from any person, firm, corporation or other government or government body, then the University will immediately provide the Province with details thereof.

## **SECTION 18—NOTICES**

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

Steven Yong – Research, Analysis and Evaluation Branch, Ministry of Children & Family Development  
Mailing Address: PO Box 9748 Stn Prov Govt, Victoria, British Columbia V8W 9S3  
Physical Address (Courier): 4th Floor - 777 Broughton Street, Victoria British Columbia,

Email: Steven.Yong@gov.bc.ca  
Phone: (250) 356-7456  
Fax: (250) 387-7618

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

Genevieve MacMillan, Human Early Learning Partnership  
Library Processing Centre  
440 - 2206 East Mall, Vancouver, BC V6T 1Z3  
Email: Genevieve.macmillan@ubc.ca  
Phone: (604) 822.2604  
Fax: (604) 822.0640

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

#### **SECTION 19—NON-WAIVER—**

- 19.01 No term or condition of this Agreement and no breach by the University of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Province and the University.
- 19.02 The written waiver by the Province or any breach by the University of any term or condition of this Agreement will not be deemed to be a waiver of any other provision of any subsequent breach of the same or any other provision of this Agreement.

#### **SECTION 20—ENTIRE AGREEMENT**

- 20.01 This Agreement including the Schedules constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

#### **SECTION 21—SURVIVAL OF PROVISIONS**

- 21.01 All of the provisions of this Agreement in favour of the Province including, without limitation, paragraphs 3.02, 4.04, 7.01, 7.02, 8.02, 10.01, 12.04, 13.01, 14.01, 14.02, 16.01, 16.02, 16.03, 16.04, and all of the rights and remedies of the parties, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

#### **SECTION 22—MISCELLANEOUS**

- 22.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 22.02 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 22.03 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 22.04 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 22.05 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Research Project that by statute, the University is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 22.06 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts may be delivered by facsimile transmission and such transmission shall be

considered an original.

22.07 Time is of the essence of this Agreement.

22.08 For the purpose of paragraphs 22.09 and 22.10, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), fires, floods, storms, strikes (including illegal work stoppages or slowdowns), lockouts, labour shortages, freight embargoes and power failures or other cause beyond the reasonable control of a party, provided always that lack of money, financing or credit will not be and will not be deemed to be an "Event of Force Majeure".

22.09 Neither party will be liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure.


22.10 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other party forthwith, and will use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its obligations under this Agreement.

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

SIGNED AND DELIVERED by the University or  
an Authorized Representative of the University

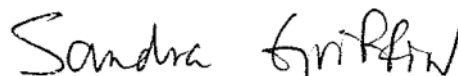
**John W. Hepburn, PhD, FRSC**  
**Vice President Research & International**

Print Name of University Authorized Representative)

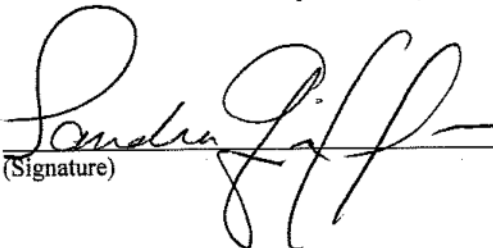
  
(Signature)

JUN 10 2010

SIGNED AND DELIVERED on behalf of the Province  
by an Authorized Representative of the Province



Print Name of Authorized Representative)

  
(Signature)

## SCHEDULE A—RESEARCH PROJECT AND TERM

### 1) ADDITIONAL DEFINITIONS

- a) “Aboriginal Steering Committee” means a group of individuals of Aboriginal ancestry (First Nations – Status, Non-Status, on-reserve, off-reserve – Inuit and Métis peoples) who meet regularly to ensure HELP research activities are respectful and beneficial to Aboriginal children, families and communities concerned. HELP provides funding to support the activities of this group.
- b) “Annual EDI Implementation Activities” means that HELP will engage in EDI data collection, analysis, dissemination and capacity building on an annual basis.
- c) “Children First Initiatives” means a BC provincial community development initiative that incorporates a strength-based population health approach to improving outcomes for young children, 0-6 years, and their families.
- d) “Collaborative Sampling Framework” means a research framework that guides where researchers collect new data.
- e) “Community Trainer’s Network” means a network that consists of members of the ECD community in each of the school districts who work with HELP in the dissemination and local implications of the data.
- f) “Contract Manager (Contractor)” means the person designated by HELP to manage the contractor’s rights and obligations under this Agreement.
- g) “Contract Manager (Province)” means the person designated by the Province to manage our rights and obligations under this Agreement.
- h) “Data dictionary” means a complete list of fields with field position number, field name, field type (for example, character, numeric, date) and length, a description of the field in plain English (e.g. description of dummy variables, treatment of missing and/or unknown records, specific date formats (eg. YY/MM/DD, YY/DD/MM, etc), in two formats: 1) listed by ascending field position number, 2) listed alphabetically by field name.
- i) “Developmental trajectories” refers to research that involves the linking of EDI in kindergarten to the Grade 4 and, when possible, the Grade 7 Foundation Skills Assessment data.
- j) “ECD” means early child development.
- k) “EDI” means Early Development Instrument.
- l) “EDI Mapping” means HELP’s Early Child Development (ECD) Mapping Unit produces a range of maps that show the results of the Early Development Instrument (EDI), community assets and socio-economic data.
- m) “First Call” means a cross-sectoral, non-partisan coalition. The coalition is made up of over 80 provincial organizations and 25 mobilized communities. In addition, First Call has a network of hundreds of community groups and individuals.
- n) “HELP” means the Human Early Learning Partnership (HELP) which is a collaborative, interdisciplinary research consortium consisting of researchers from BC’s five universities including the two UBC campuses (Point Grey and Okanagan) that contributes to new knowledge in early child development (ECD) and enhances the quality of children’s early years.
- o) “MCFD” means B.C. Provincial Ministry of Children & Family Development.
- p) “MED” means B.C. Provincial Ministry of Education.
- q) “MHLS” means B.C. Provincial Ministry of Healthy Living and Sport.
- r) “MOHS” means B.C. Provincial Ministry of the Health Services.
- s) “OCAP” means the First Nations Principles of OCAP (Ownership, Control, Access and Possession). Specifically that First Nations control data collection processes in their communities, and own, protect and control how their information is used. These rights are fundamentally tied to self-determination and to the preservation and development of their culture.
- t) “Province” means the Ministries of Children and Family Development, Education and Healthy Living and Sport.
- u) “Second Order Data Analysis” refers to exploratory analysis of EDI that answers questions that arise from basic descriptive analysis of the EDI.
- v) “SES” means socio-economic status.
- w) “Success by Six®” means a province-wide joint initiative of United Ways, Credit Unions of BC, and the BC Government through the Ministry of Children and Family Development, and community leaders.

- x) "Tele-training" means a distance program for training school district and community trainers and teachers in EDI implementation and survey completion.

## **2. COMMUNICATION PROTOCOL:**

- 2.01 Communication regarding the administration of this agreement (e.g., contract management, funding, additional research requirements, negotiations) between the Human Early Learning Partnership (HELP) and the Province should flow through the Province's Contract Manager and the HELP's Contract Manager.
- 2.02 Communication regarding the content of this agreement (e.g., content of reports, communication regarding research, inquiries/requests related to existing deliverables, etc.) between the Human Early Learning Partnership (HELP) and the Province should flow through the Province's Contract Manager and the HELP Content Manager.
- 2.03 Any issues pertaining to any part of this agreement raised by either the Province or HELP must be directed through the Province's Contract Manager or HELP's Contract and/or Content Manager(s). Issues raised by either party will be responded to within five business days of receipt unless otherwise mutually agreed upon.

Province Contract Manager: Steven Yong, Research, Analysis and Evaluation Branch, MCFD  
Mailing Address: PO Box 9748 Stn Prov Govt  
Victoria, BC V8W 9S3

Physical (Courier) Address: 4th Floor – 777 Broughton Street  
Victoria, B.C.

Email: [Steven.Yong@gov.bc.ca](mailto:Steven.Yong@gov.bc.ca)  
Phone: 250-356-7456  
Fax: 250-387-7618

HELP Contract Manager: Genevieve MacMillan  
Address: Library Processing Centre  
440 - 2206 East Mall  
Vancouver, BC V6T 1Z3  
Email: [genevieve.macmillan@ubc.ca](mailto:genevieve.macmillan@ubc.ca)  
Phone: 604-822-2604  
Fax: 604.822.0640

HELP Content Manager: Joanne Schroeder  
Address: Library Processing Centre  
440 – 2206 East Mall  
Vancouver, BC V6T 1Z3  
Email: [joanne.schroeder@ubc.ca](mailto:joanne.schroeder@ubc.ca)  
Phone: 604-827-5396  
Fax: 604.822.0640

## **3. TERM OF AGREEMENT**

- 3.01 The term of the agreement will be June 16, 2010, to March 31, 2011.
- 3.02 The agreement may be extended and modified for two additional one-year terms. Extension is at the Province's sole discretion.
- 3.03 HELP and the Province will meet no later than October 15 of each year to determine the budget and deliverables for future years, and if a modification to this Agreement is necessary under section 3.02 above.

## **4. ANNUAL EDI IMPLEMENTATION ACTIVITIES**

- 4.01 HELP will administer the EDI in B.C. School Districts, Band Schools and independent private schools with the capacity and willingness to participate in the data collection/analysis process during the 2010/11 school year, including but not limited to:
- a. Collecting EDI data from all School Districts, Band Schools and independent schools with the capacity and willingness to participate, completing electronic input of all data and ensure data are complete and ready for analysis, and ensuring that the data are linkable to other individual data sources, including Personal Education Numbers;

- b. Maintaining supportive and collaborative relationships with School Districts, Band Schools and independent private schools with the capacity and willingness to participate to implement annual EDI in a coordinated, collaborative and consultative way; and
  - c. Provision of infrastructure for HELP's consortium universities is based on their capacity, willingness, and HELP Affiliate's availability to engage in the Research Project. The Consortium Research Affiliates contribute to a broad understanding of the determinants of health related to early child development including: Aboriginal, rural, immigrant and refugee, and early learning determinants. Consortium Research Affiliates also participate in the examination of the reliability and validity of the EDI; facilitation of EDI sub-scale development; and capacity building in local communities.
- 4.02 HELP will provide a summary of any cost-savings related to Teacher-On-Call costs to the Province, and return the unspent budget to the Province by June 30, 2011.

## **5. ANNUAL EDI DATA ANALYSIS, MAPPING & DISSEMINATION ACTIVITIES**

- 5.01 HELP will perform ongoing, collaborative data analysis, mapping and dissemination activities related to the EDI in B.C.
- 5.02 **Annual EDI Data Analysis** activities performed by HELP will include, but are not limited to:
- a. Ensuring data quality, data cleaning, simple descriptive statistics, and creation of school and community summaries; and
  - b. Preparing a descriptive report of systematic data gathering related to the impact of EDI provincially.
- 5.03 **Annual EDI Mapping Activities** performed by HELP will include, but are not limited to:
- a. Converting analyzed EDI data into community, regional (e.g. MCFD Regions, MEd School Districts, Health Authorities, etc.), and Provincial maps in collaboration with B.C. School Districts, Band Schools and independent schools as requested by the Province;
  - b. Mapping locations of programs such as Aboriginal Headstart, Infant Development program, Family Resource Programs, Hubs, ECD tables, child care services, full-day kindergarten locations and StrongStart BC early learning programs (where data available); and
  - c. Conducting spatial data analyses using Geographical Information Systems (GIS) software.
- 5.04 **District/Community Support and Outreach**
- For each participating school district, Band School and/or independent school HELP will:
- a. Provide provincial support for school districts and communities related to privacy issues stemming from HELP research;
  - b. Facilitate a broad program of support to communities through the Provincial Community Development Manager, which will be tailored to the unique needs of each community. HELP staff will provide local presentations upon request as well as proactively offer written reports and training on specific components of HELP's research; and
  - c. Perform outreach if required to not only geographic communities, but also to organizational and special-interest communities.
- 5.05 **Annual EDI Training & Collaboration**
- Annual EDI Training and Collaboration activities performed by HELP will include but are not limited to:
- Teacher Training and Implementation:**
- a. Providing tele-training to a team of regional trainers across B.C.;
  - b. Providing tele-training, where required, for kindergarten teachers who are to administer the EDI; and
  - c. Providing compensation to school districts for the teachers' release time to complete the surveys and participate in tele-training, and an administrative stipend for staff support.
- Training, Networking and Communication:**
- d. Maintaining a teacher training Web site with materials for annual training;
  - e. Maintaining a teacher, community, stakeholder Web site for timely access to specific information related to EDI Implementation which includes easily accessible resources;
  - f. Providing an annual Fall/Winter newsletter to teachers and school districts (additional newsletters may be provided on an ad hoc basis);



- g. Establishing a community trainers' network, consisting of both community- and school-based trainers (in each of B.C.'s 59 school districts) who will act as supporting representatives of HELP to teachers, school district staff and communities (e.g. Local trainers will support kindergarten teacher training, provide presentations of local research results and field questions from local communities about the work of HELP); and
- h. Providing honoraria for community trainers engaged in training.

#### 5.06 **Annual EDI Dissemination**

Annual EDI Dissemination activities performed by HELP will include, but are not limited to:

- a. Assisting communities, School Districts and Provincial staff, in understanding and using the maps;
- b. Meeting with B.C. School Districts, Band Schools, independent schools, education stakeholder groups and Provincial staff about the implementation of and impact of EDI and setting targets;
- c. Meeting and working with the existing network of local intersectoral ECD coalitions, including Children First Initiatives, First Call, and Success by Six®, throughout the Province to facilitate the use of community maps in planning and policy, in communities and regions across BC. HELP will provide a list of community networks/coalitions that are consulted and provided with training to the Province upon request; and
- d. Creating online resources to facilitate the use of EDI data, maps and reports in community mobilization and early child development planning.

### 6. **ABORIGINAL EDI COLLABORATION & MAPPING**

6.01 HELP will continue to collaborate with Aboriginal communities, leaders, and organizations regarding Aboriginal EDI & Mapping activities performed by HELP. Aboriginal EDI Collaboration and Mapping activities performed by HELP will include, but are not limited to:

- a. Continuing to meet and collaborate with Aboriginal provincial and community organizations. A list of consulted Aboriginal agencies, organizations, etc. will be provided to the Province by HELP upon request;
- b. Disseminating findings publicly, consistent with the principles of OCAP and in collaboration with the Aboriginal Steering Committee, from the ECD Mapping Project to understand the benefits and challenges of community mapping for Aboriginal communities;
- c. Mapping Aboriginal Nation Language group boundaries consistent with the principles of OCAP and in collaboration with the Aboriginal Steering Committee which includes EDI data for Aboriginal and Non-Aboriginal children, Head Start programs, school locations and socio-economic data for the province;
- d. Developing an understanding of the community development and knowledge translation needs of Aboriginal communities regarding early child development consistent with the principles of OCAP and in collaboration with the Aboriginal Steering Committee;
- e. Maintaining an open dialogue (through meetings, correspondence, etc.) with the Aboriginal Steering Committee to develop appropriate strategies and approaches for implementing the EDI in Aboriginal communities across the province; and
- f. Ensuring the Province is included (in an ex-officio capacity) in Aboriginal Steering Committee meetings, to maintain an open dialogue on the status of implementation of the EDI in Aboriginal communities consistent with the principles of OCAP and in collaboration with the Aboriginal Steering Committee.

### 7. **PROVINCIAL ACCESS TO EDI DATA**

7.01 HELP will facilitate, support and provide the Province with access to individual-level, linkable EDI data for the 2010/11, school year. HELP will provide access by:

- a. Revising the existing UBC-School District and School Information Sharing Agreement to clearly identify HELP as the data stewards for the EDI and include a clause stating HELP's intention to share individual-level data with the Province;
- b. Supporting discussions between the Province and the Aboriginal Steering Committee regarding access to Band School EDI data under the principles of OCAP;
- c. Revising communications with School Districts and Schools (letters to parents, kindergarten teachers and superintendents) to indicate that HELP will be the EDI data steward and include a clause stating HELP's intention to share individual-level data with the Province;



- d. Drafting an "Information Sharing Agreement for Research Purposes" (UBC–Ministry) in collaboration with the Province to facilitate provincial access; and
- e. Communicating with participating School Districts, Band Schools and independent schools regarding the change to the data access agreements and parent correspondence.

## **8. TECHNICAL LIAISON AND DATA ANALYSIS**

8.01 HELP will assist the Province in obtaining access to and understanding of EDI data through the following means:

- a. Provide a data dictionary to the Province, concurrently tied to the individual-level, linkable EDI data, with updated data descriptions provided if changes to any fields in the raw EDI data are made;
- b. Collaborate with the Province on delivering a staged training process (e.g. three sessions over three months) once access to the data becomes available, according to Provincial need and deliver training to up to ten Provincial staff to include but not limited to the technical aspects of understanding, constructing, calculating, aggregating, analyzing and linking EDI data, as requested by the Province, to commence within two months after the transfer of the individual-level EDI data;
- c. Deliver up to ten days annually (80 hours) of technical consultation in relation to the EDI data, as requested by the Province, at a mutually agreed time and location; and
- d. Identify a technical liaison and contact for the Province for technical questions related to EDI and methodology.

## **9. SECOND ORDER EDI DATA ANALYSIS**

9.01 HELP will conduct second order EDI data analyses, including but not limited to:

- a. In collaboration with the Province, and after conducting Phase I analyses into the predictive power of the EDI for academic success in the Grade 4 Fundamental Skills Assessment (FSA) during fiscal 2009/10, conducting Phase II analyses, including investigating the range of trajectories at the school district level in the province; identifying the determinants of FSA success at kindergarten according to the EDI; utilizing raw scores as an alternate to the categorical (a. does not meet expectations; b. meets expectations; c. exceeds expectations) for determining success; Phase III - investigating the determinants of school success or the ability to predict success using other sources of data; determining the influence of early health challenges on EDI and subsequent FSA success;
- b. In collaboration with the Province, developing, implementing and reporting to the Province on a longitudinal full-day kindergarten study to assess the difference in developmental trajectories between children who attend full-day kindergarten and those who do not;
- c. Exploring how EDI data are influenced by family, neighborhood and service factors (e.g., gender differences, teacher differences, demographic changes, community context, language group differences, etc.);
- d. Evaluating population-based patterns, trends and influences on healthy child development and developmental vulnerability;
- e. Performing cross-sectional statistical analysis at the neighborhood and school levels using EDI and socio-economic status (SES) data;
- f. Conducting detailed analyses about the EDI subscales, in addition to the five scales about which HELP typically reports;
- g. Collaborating with the Province regarding setting target performance measures;
- h. Ongoing development of models and statistical procedures to explore the determinants of child development and how the state of children's development at kindergarten entry is mediated/modified by SES, ethnic and/or neighborhood/school contextual factors;
- i. Performing statistical analysis on EDI data, including but not limited to the ecological reliability and validity of the EDI as a measure of development for single waves and a comparative analyses on the EDI Waves/years, including discussion on the validity and reliability of comparisons over time at provincial, regional, school district and community levels;
- j. Reporting to the Province through a dialogue session held before September 30, 2010, on the results of the Collaborative Sampling Framework research in select B.C. communities;
- k. Assisting with ad-hoc research issues identified by the Province related to EDI at an additional cost as outlined in Schedule B. HELP must provide the Province with a written estimate of any ad-hoc research prior to commencement of

any ad-hoc research. Prior to the start of the ad-hoc research, the Province and the Contractor will confirm in writing the resources that are available to support the ad-hoc research; and

1. Collaborating with the Province to identify and conduct any other research analysis or studies at an additional cost as outlined in Schedule B to the satisfaction of the Province. The Province must approve in writing any additional work and costs in advance of any work being completed.

## **10. PRIVACY**

- 10.01 HELP is responsible for ensuring that all research, analysis and activities conducted under this Agreement will remain compliant with all aspects of the British Columbia's *Freedom of Information and Protection of Privacy Act* (FIPPA) and *Personal Information Protection Act* (PIPA).

## **11. REPORTING REQUIREMENTS**

### **REPORTING TIMELINE**

- 11.01 HELP will provide semi-annual reports during the Agreement Term to the Province as follows:

- a. June 16th through September 30th must be provided by October 31st; and
- b. October 1st through March 31st must be provided by April 30th.

### **REPORTING CONTENT**

- 11.02 HELP will prepare and provide semi-annual reports to the Province according to the schedule outlined above, which will include (but are not limited to) summaries of the following topics/areas of research:

- a. **Annual EDI Data Implementation Activities** (outlined in sections 4.01 a and b), which include, but are not limited to:
  - i. Itemized list of School Districts and schools surveyed;
  - ii. Number of students surveyed; and
  - iii. Number of teachers participating.
- b. **Annual EDI Data Analysis, Mapping & Dissemination Activities** (outlined in sections 5.01 through 5.04) which include, but are not limited to:
  - i. One- to two-page summaries/abstracts of data analysis activities, including description of research question, methodology, findings and policy implications/recommendations;
  - ii. Hyperlinks or electronic copies of maps of EDI results and socio-demographic data on a:
    01. Neighborhood level;
    02. MEd School District level;
    03. MHLS Local Health Authority level;
    04. MHLS Health Authority level;
    05. MHLS Health Service Delivery areas;
    06. MCFD Regional level;
    07. Provincial level; and
    08. Any other unit of analysis identified and agreed upon as pertinent by either HELP or the Province.
  - iii. An annual provincial summary of EDI results including the presentation and analysis of the five (5) scales and sub-scales of the EDI and overall vulnerability figures.
- c. **Aboriginal EDI Collaboration & Mapping Activities** (outlined in section 6.01), which may include, but are not limited to:
  - i. Listing Aboriginal provincial and community organizations involved in consultations;
  - ii. Summaries of meetings, findings, etc. from the Aboriginal Steering Committee meetings;

- iii. Provincial, MCFD Regional, neighbourhood and school district level vulnerability rates for Aboriginal children in B.C. based on all available data consistent with the principles of OCAP and in collaboration with the Aboriginal Steering Committee;
  - iv. Number of Aboriginal children participating in the EDI (on a community basis consistent with the principles of OCAP and in collaboration with the Aboriginal Steering Committee);
  - v. Summaries of findings from the Aboriginal ECD Mapping Project; and
  - vi. Summaries of community development and knowledge translation needs of Aboriginal communities identified.
- d. **Second Order EDI Data Analyses** activities (outlined in sections 9.01 a through i), including but not limited to:
- i. One- to two-page summaries/abstracts of research and data analysis activities, including description of research question, methodology and analysis, findings and policy implications/recommendations (with the modified data and descriptions of the data, used to generate the research results, available upon request).

#### **GENERAL REPORTING REQUIREMENTS:**

- 11.03 HELP will conduct the following general reporting activities, which may include, but are not limited to:
- a. Providing recommendations upon request to the Province regarding ECD resources and allocations to address gaps in services based on current research findings;
  - b. Preparing and conducting ad hoc presentations upon request to the Province, including Cabinet, Deputy Ministers and executive staff regarding HELP's research activities and findings, with a focus on how research can be used to influence policy;
  - c. Conducting semi-annual Policy Research meetings within 45 days of submitting reports (outlined in section 11.01) with the Province to present and discuss upcoming policy needs, and opportunities and challenges for integration with EDI data;
  - d. Notifying the Province reasonably in advance of research announcements or public presentations of the research or other work related to EDI and other Provincial ECD programs to provide the opportunity for Provincial participation; and
  - e. Any other general reporting activities identified by the Province and agreed to by HELP.

## SCHEDULE B—FINANCIAL CONTRIBUTION

1. The Province agrees to provide to the University the amount of \$2,812,552 during the Term of the Agreement, as per the following budget breakdown:

Human Early Learning Partnership Budget (April 1, 2010 - Mar.31, 2011)		
Schedule A Section	Section Heading	Funding
4	ANNUAL EDI IMPLEMENTATION ACTIVITIES	\$ 1,183,102
5	ANNUAL EDI DATA ANALYSIS, MAPPING & DISSEMINATION ACTIVITIES	\$ 472,346
6	ABORIGINAL EDI COLLABORATION & MAPPING	\$ 511,204
7	PROVINCIAL ACCESS TO EDI DATA	\$ 57,834
8	TECHNICAL LIAISON AND DATA ANALYSIS	\$ 75,592
9	SECOND ORDER EDI DATA ANALYSIS	\$ 403,717
10	PRIVACY	\$ 30,236
11	REPORTING REQUIREMENTS	\$ 78,521
All	GRAND TOTAL FOR 2010/2011	\$2,812,552

2. Payments will be made as follows:

- a. The Province will make four (4) payments, as follows; Quarterly in the fiscal year of the Province during the Term of the Agreement: that is, \$703,138 on June 30, 2010; \$703,138 on September 30, 2010; \$703,138 on December 31, 2010; and \$703,138 on March 31, 2011.

- b. Any research or related work performed under sections 9.01 (k) and (l) of the Schedule A will be charged at the rate of:

**For Simple EDI analysis:**

\$550/day for analyst

**For Second Order Analysis:**

\$550/day plus \$800/day for Faculty member/Deputy Director

**For Complex Second Order Analyses:**

\$550/day for analyst plus

\$800/day for Faculty member/Deputy Director plus

\$1000/day for Dr. Hertzman/Senior HELP Scholar

- c. Notwithstanding paragraphs 2. (a) and (b) of this Schedule, in no event will the financial contribution payments payable to the University, in accordance with paragraphs 2. (a) and (b) of this schedule, exceed in the aggregate of \$2,887,552 in the 2010/11 fiscal year of the Province.

## **Memorandum of Understanding**

between  
the Ministry of Education (MEd)  
and  
the Ministry of Healthy Living and Sport (MHLS)  
and  
X the Ministry for Children and Family Development (MCFD)  
regarding  
The Human Early Learning Partnership (HELP) Transfer Under Agreement  
(Fiscal 2010/11)

### **Preamble**

WHEREAS MCFD solely funded the Human Early Learning Partnership Agreement (the Agreement) prior to fiscal 2008/09;

WHEREAS, the MEd and MHLS entered as cost-sharing partners to the Agreement in fiscals 2008/09 and 2009/10, and would like to remain as cost-sharing partners for the 2010/11 Agreement;

WHEREAS, the MEd and MHLS agree MCFD will remain the Contract Manager for the 2010/11 Agreement;

AND WHEREAS this Memorandum of Understanding will provide the framework for communication, issues management and cost-sharing arrangements regarding the 2010/11 Agreement.

### **THE PARTIES AGREE AS FOLLOWS:**

The purposes of this Memorandum of Understanding are:

- a) To establish roles, responsibilities and accountabilities for the administration and management of the one-year (2010/11) HELP Agreement;
- b) To establish MEd and MHLS funding levels for the HELP Agreement;
- c) To establish the cost recovery process for MEd and MHLS portions of the HELP Agreement; and
- d) To recognize that all Ministries agree, in good faith, to make their best efforts in the securing of funds to support the 2010/11 HELP agreement through Government decision making processes.

## **1.0 Definitions:**

In this Memorandum of Understanding:

- a) "HELP" means the Human Early Learning Partnership, a collaborative, interdisciplinary coalition of five British Columbia universities, (UBC [the Point Grey and Okanagan campuses] UVic, UNBC, SFU, and Thompson River University) linking over 200 faculty, researchers, and graduate students and conducting research to support educators, policy-makers, parents, and experts as well as other community partners in their work to improve early childhood development services in the province;
- b) "EDI" means the Early Development Instrument, a research tool implemented annually by HELP that assesses the state of children's development in kindergarten, and is completed by kindergarten teachers, in partnership with B.C.'s School Districts, Band Schools and independent schools;
- c) "Province" means the Ministries of Children and Family Development, Healthy Living and Sport, and Education;
- d) "Agreement" means the fiscal 2010/11 Transfer Under Agreement between the Province and HELP; and
- e) "Agreement Term" means the term of the HELP Agreement, commencing on April 1, 2010, and expiring on Mar.31, 2011.

## **2.0 Transfer Details (see Appendix for further information)**

- a) The total amount of MEd's contribution to the 2010/11 HELP Agreement is \$666,000. The MEd contribution will be directed toward the annual implementation of EDI;
- b) MCFD will journal voucher MEd for 25 per cent of the total annual amount referred to in Schedule B 2 (a) quarterly each year of the Agreement Term on June 30, September 30, December 31, and March 31;
- c) The total amount of the MHLS contribution to the 2010/11 HELP Agreement is \$260,000. The MHLS contribution will be directed toward the annual implementation of EDI;
- d) MCFD will journal voucher MHLS for 25 per cent of the total annual amount referred to in Schedule B 2 (c) quarterly each year of the Agreement Term on June 30, September 30, December 31, and March 31;
- e) If MEd or MHLS request any ad hoc and/or additional research not covered under the deliverables outlined under the Schedule A of the Agreement, MCFD will journal voucher MEd and/or MHLS after receipt of any invoices for the ad hoc and/or additional research from HELP; and
- f) Transfer details outlined in this Memorandum of Understanding are subject to Government's funding approval.

### **3.0 Partner Ministry Roles and Responsibilities**

#### **All ministries agree to:**

- a) Use EDI and other relevant research information in planning and managing their programs and services related to children;
- b) Notify partner ministries of any potential issues or disputes with HELP pertaining directly or indirectly to the contribution agreement; and
- c) Collaborate on issues pertaining to the Agreement, and share information through MCFD's Senior Director, Research, Evaluation and Quality Assurance; MHLS' Executive Director, Women's Healthy Living Secretariat; and MEd's Director, Early Learning.

#### **MCFD agrees to:**

- d) Act as the Contract Manager for the HELP Agreement;
- e) Contribute \$1.9<sup>1</sup> million for the HELP Agreement Term;
- f) Coordinate inter-ministry payments as outlined under section 2.0 of this document and coordinate the combined quarterly payments to HELP as outlined in the Agreement's Schedule B;
- g) Act as the first point of contact between the Province and HELP regarding research agreement deliverables;
- h) Distribute incoming reports, presentations and summaries prepared by HELP to MEd and MHLS representatives; and
- i) Facilitate resolution of any issues arising from MCFD programs and services relating to the Agreement with HELP.

#### **MEd agrees to:**

- j) Contribute the full amounts outlined in section 2.0 (a) of this document, towards the annual implementation of the EDI, and;
- k) Facilitate resolution of any issues arising from School Districts and education services relating to the Agreement with HELP.

#### **MHLS agrees to:**

- l) Contribute the full amounts outlined in section 2.0 (c), towards the annual implementation of EDI, and;
- m) Facilitate resolution of any issues arising from Health Authority services relating to the Agreement with HELP.

---

<sup>1</sup> Actual budget is \$1,886,500

#### **4.0 Issue Resolution**

- a) Wherever possible, issues arising between the ministries with respect to the Agreement will be resolved at the program level;
- b) Wherever section 4 (a) is not workable, resolution will be attempted by MCFD's Senior Director, Research, Evaluation and Quality Assurance, MHLS' Executive Director, Women's Healthy Living Secretariat and MEd's Director, Early Learning;
- c) Wherever sections 4 (a) and (b) are not workable, the issues will be referred to the Assistant Deputy Ministers responsible for resolution.

#### **5.0 Effective Date and Term of this Memorandum of Understanding**

- a) This Memorandum of Understanding is effective April 1st, 2010 until the HELP Agreement expiry on March 31st, 2011; and
- b) This Memorandum of Understanding may be amended by the written agreement of the signatories or their designates.

  
Assistant Deputy Minister, MCFD

\_\_\_\_\_  
Assistant Deputy Minister, MEd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assistant Deputy Minister, MHLS

\_\_\_\_\_  
Date



**Appendix to the Memorandum of Understanding Regarding the Human  
Early Learning Partnership (HELP) Transfer Under Agreement  
(Fiscal 2010/11)**

**Summary of Payments/Journal Vouchers over the Agreement Term:**

Payment/Journal Voucher Schedule	Ministry Funding (\$ millions)			
	MCED	MEEd	MHLS	All Ministries
30-Jun-10	\$ 0.475	\$ 0.167	\$ 0.065	\$ 0.707
30-Sep-10	\$ 0.475	\$ 0.167	\$ 0.065	\$ 0.707
31-Dec-10	\$ 0.475	\$ 0.167	\$ 0.065	\$ 0.707
31-Mar-11	\$ 0.475	\$ 0.167	\$ 0.065	\$ 0.707
<b>Total</b>	<b>\$ 1.900</b>	<b>\$ 0.666</b>	<b>\$ 0.260</b>	<b>\$ 2.826</b>

## **Memorandum of Understanding**

between

X the Ministry of Education (MEd)

and

the Ministry of Healthy Living and Sport (MHLS)

and

the Ministry for Children and Family Development (MCFD).

regarding

The Human Early Learning Partnership (HELP) Transfer Under Agreement  
(Fiscal 2010/11)

### **Preamble**

WHEREAS MCFD solely funded the Human Early Learning Partnership Agreement (the Agreement) prior to fiscal 2008/09;

WHEREAS, the MEd and MHLS entered as cost-sharing partners to the Agreement in fiscals 2008/09 and 2009/10, and would like to remain as cost-sharing partners for the 2010/11 Agreement;

WHEREAS, the MEd and MHLS agree MCFD will remain the Contract Manager for the 2010/11 Agreement;

AND WHEREAS this Memorandum of Understanding will provide the framework for communication, issues management and cost-sharing arrangements regarding the 2010/11 Agreement.

### **THE PARTIES AGREE AS FOLLOWS:**

The purposes of this Memorandum of Understanding are:

- a) To establish roles, responsibilities and accountabilities for the administration and management of the one-year (2010/11) HELP Agreement;
- b) To establish MEd and MHLS funding levels for the HELP Agreement;
- c) To establish the cost recovery process for MEd and MHLS portions of the HELP Agreement; and
- d) To recognize that all Ministries agree, in good faith, to make their best efforts in the securing of funds to support the 2010/11 HELP agreement through Government decision making processes.

## **1.0 Definitions:**

In this Memorandum of Understanding:

- a) "HELP" means the Human Early Learning Partnership, a collaborative, interdisciplinary coalition of five British Columbia universities, (UBC [the Point Grey and Okanagan campuses] UVic, UNBC, SFU, and Thompson River University) linking over 200 faculty, researchers, and graduate students and conducting research to support educators, policy-makers, parents, and experts as well as other community partners in their work to improve early childhood development services in the province;
- b) "EDI" means the Early Development Instrument, a research tool implemented annually by HELP that assesses the state of children's development in kindergarten, and is completed by kindergarten teachers, in partnership with B.C.'s School Districts, Band Schools and independent schools;
- c) "Province" means the Ministries of Children and Family Development, Healthy Living and Sport, and Education;
- d) "Agreement" means the fiscal 2010/11 Transfer Under Agreement between the Province and HELP; and
- e) "Agreement Term" means the term of the HELP Agreement, commencing on April 1, 2010, and expiring on Mar.31, 2011.

## **2.0 Transfer Details (see Appendix for further information)**

- a) The total amount of MEd's contribution to the 2010/11 HELP Agreement is \$666,000. The MEd contribution will be directed toward the annual implementation of EDI;
- b) MCFD will journal voucher MEd for 25 per cent of the total annual amount referred to in Schedule B 2 (a) quarterly each year of the Agreement Term on June 30, September 30, December 31, and March 31;
- c) The total amount of the MHLS contribution to the 2010/11 HELP Agreement is \$260,000. The MHLS contribution will be directed toward the annual implementation of EDI;
- d) MCFD will journal voucher MHLS for 25 per cent of the total annual amount referred to in Schedule B 2 (c) quarterly each year of the Agreement Term on June 30, September 30, December 31, and March 31;
- e) If MEd or MHLS request any ad hoc and/or additional research not covered under the deliverables outlined under the Schedule A of the Agreement, MCFD will journal voucher MEd and/or MHLS after receipt of any invoices for the ad hoc and/or additional research from HELP; and
- f) Transfer details outlined in this Memorandum of Understanding are subject to Government's funding approval.

### **3.0 Partner Ministry Roles and Responsibilities**

**All ministries agree to:**

- a) Use EDI and other relevant research information in planning and managing their programs and services related to children;
- b) Notify partner ministries of any potential issues or disputes with HELP pertaining directly or indirectly to the contribution agreement; and
- c) Collaborate on issues pertaining to the Agreement, and share information through MCFD's Senior Director, Early Childhood Development Policy and Support; MHLS' Executive Director, Women's Healthy Living Secretariat; and MEd's Director, Early Learning.

**MCFD agrees to:**

- d) Act as the Contract Manager for the HELP Agreement;
- e) Contribute \$1.9<sup>1</sup> million for the HELP Agreement Term;
- f) Coordinate inter-ministry payments as outlined under section 2.0 of this document and coordinate the combined quarterly payments to HELP as outlined in the Agreement's Schedule B;
- g) Act as the first point of contact between the Province and HELP regarding research agreement deliverables;
- h) Distribute incoming reports, presentations and summaries prepared by HELP to MEd and MHLS representatives; and
- i) Facilitate resolution of any issues arising from MCFD programs and services relating to the Agreement with HELP.

**MEd agrees to:**

- j) Contribute the full amounts outlined in section 2.0 (a) of this document, towards the annual implementation of the EDI, and;
- k) Facilitate resolution of any issues arising from School Districts and education services relating to the Agreement with HELP.

**MHLS agrees to:**

- l) Contribute the full amounts outlined in section 2.0 (c), towards the annual implementation of EDI, and;
- m) Facilitate resolution of any issues arising from Health Authority services relating to the Agreement with HELP.

---

<sup>1</sup> Actual budget is \$1,886,500 .

**4.0 Issue Resolution**

- a) Wherever possible, issues arising between the ministries with respect to the Agreement will be resolved at the program level;
- b) Wherever section 4 (a) is not workable, resolution will be attempted by MCFD's Senior Director, Early Years Policy and Support, MHLS' Executive Director, Women's Healthy Living Secretariat and MEd's Director, Early Learning;
- c) Wherever sections 4 (a) and (b) are not workable, the issues will be referred to the Assistant Deputy Ministers responsible for resolution.

**5.0 Effective Date and Term of this Memorandum of Understanding**

- a) This Memorandum of Understanding is effective April 1st, 2010 until the HELP Agreement expiry on March 31st, 2011; and
- b) This Memorandum of Understanding may be amended by the written agreement of the signatories or their designates.

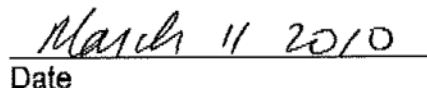
\_\_\_\_\_  
Assistant Deputy Minister, MCFD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assistant Deputy Minister, MHLS

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Assistant Deputy Minister, MEd

  
\_\_\_\_\_  
Date

**Appendix to the Memorandum of Understanding Regarding the Human  
Early Learning Partnership (HELP) Transfer Under Agreement  
(Fiscal 2010/11)**

**Summary of Payments/Journal Vouchers over the Agreement Term:**

Payment/Journal Voucher Schedule	Ministry Funding (\$ millions)			
	MCED	MED	MHS	All Ministries
30-Jun-10	\$ 0.475	\$ 0.167	\$ 0.065	\$ 0.707
30-Sep-10	\$ 0.475	\$ 0.167	\$ 0.065	\$ 0.707
31-Dec-10	\$ 0.475	\$ 0.167	\$ 0.065	\$ 0.707
31-Mar-11	\$ 0.475	\$ 0.167	\$ 0.065	\$ 0.707
<b>Total</b>	<b>\$ 1.900</b>	<b>\$ 0.666</b>	<b>\$ 0.260</b>	<b>\$ 2.826</b>

## **Memorandum of Understanding**

between  
the Ministry of Education (MEd)  
and  
X the Ministry of Healthy Living and Sport (MHLS)  
and  
the Ministry for Children and Family Development (MCFD)  
regarding  
The Human Early Learning Partnership (HELP) Transfer Under Agreement  
(Fiscal 2010/11)

### **Preamble**

WHEREAS MCFD solely funded the Human Early Learning Partnership Agreement (the Agreement) prior to fiscal 2008/09;

WHEREAS, the MEd and MHLS entered as cost-sharing partners to the Agreement in fiscals 2008/09 and 2009/10, and would like to remain as cost-sharing partners for the 2010/11 Agreement;

WHEREAS, the MEd and MHLS agree MCFD will remain the Contract Manager for the 2010/11 Agreement;

AND WHEREAS this Memorandum of Understanding will provide the framework for communication, issues management and cost-sharing arrangements regarding the 2010/11 Agreement.

### **THE PARTIES AGREE AS FOLLOWS:**

The purposes of this Memorandum of Understanding are:

- a) To establish roles, responsibilities and accountabilities for the administration and management of the one-year (2010/11) HELP Agreement;
- b) To establish MEd and MHLS funding levels for the HELP Agreement;
- c) To establish the cost recovery process for MEd and MHLS portions of the HELP Agreement; and
- d) To recognize that all Ministries agree, in good faith, to make their best efforts in the securing of funds to support the 2010/11 HELP agreement through Government decision making processes.

**1.0 Definitions:**

In this Memorandum of Understanding:

- a) "HELP" means the Human Early Learning Partnership, a collaborative, interdisciplinary coalition of five British Columbia universities, (UBC [the Point Grey and Okanagan campuses] UVic, UNBC, SFU, and Thompson River University) linking over 200 faculty, researchers, and graduate students and conducting research to support educators, policy-makers, parents, and experts as well as other community partners in their work to improve early childhood development services in the province;
- b) "EDI" means the Early Development Instrument, a research tool implemented annually by HELP that assesses the state of children's development in kindergarten, and is completed by kindergarten teachers, in partnership with B.C.'s School Districts, Band Schools and independent schools;
- c) "Province" means the Ministries of Children and Family Development, Healthy Living and Sport, and Education;
- d) "Agreement" means the fiscal 2010/11 Transfer Under Agreement between the Province and HELP; and
- e) "Agreement Term" means the term of the HELP Agreement, commencing on April 1, 2010, and expiring on Mar.31, 2011.

**2.0 Transfer Details (see Appendix for further information)**

- a) The total amount of MEd's contribution to the 2010/11 HELP Agreement is \$666,000. The MEd contribution will be directed toward the annual implementation of EDI;
- b) MCFD will journal voucher MEd for 25 per cent of the total annual amount referred to in Schedule B 2 (a) quarterly each year of the Agreement Term on June 30, September 30, December 31, and March 31;
- c) The total amount of the MHLS contribution to the 2010/11 HELP Agreement is \$200,000. In addition, the MHLS will provide \$60,000 to MCFD for related contractual services associated with the Agreement. The MHLS contribution will be directed toward the annual implementation of EDI;
- d) MCFD will journal voucher MHLS for 25 per cent of the total annual amount referred to in Schedule B 2 (c) quarterly each year of the Agreement Term on June 30, September 30, December 31, and March 31;
- e) If MEd or MHLS request any ad hoc and/or additional research not covered under the deliverables outlined under the Schedule A of the Agreement, MCFD will journal voucher MEd and/or MHLS after receipt of any invoices for the ad hoc and/or additional research from HELP; and
- f) Transfer details outlined in this Memorandum of Understanding are subject to Government's funding approval.



### **3.0 Partner Ministry Roles and Responsibilities**

#### **All ministries agree to:**

- a) Use EDI and other relevant research information in planning and managing their programs and services related to children;
- b) Notify partner ministries of any potential issues or disputes with HELP pertaining directly or indirectly to the contribution agreement; and
- c) Collaborate on issues pertaining to the Agreement, and share information through MCFD's Senior Director, Research, Evaluation and Quality Assurance; MHLS' Executive Director, Women's Healthy Living Secretariat; and MEd's Director, Early Learning.

#### **MCFD agrees to:**

- d) Act as the Contract Manager for the HELP Agreement;
- e) Contribute \$1.9<sup>1</sup> million for the HELP Agreement Term;
- f) Coordinate inter-ministry payments as outlined under section 2.0 of this document and coordinate the combined quarterly payments to HELP as outlined in the Agreement's Schedule B;
- g) Act as the first point of contact between the Province and HELP regarding research agreement deliverables;
- h) Distribute incoming reports, presentations and summaries prepared by HELP to MEd and MHLS representatives; and
- i) Facilitate resolution of any issues arising from MCFD programs and services relating to the Agreement with HELP.

#### **MEd agrees to:**

- j) Contribute the full amounts outlined in section 2.0 (a) of this document, towards the annual implementation of the EDI, and;
- k) Facilitate resolution of any issues arising from School Districts and education services relating to the Agreement with HELP.

#### **MHLS agrees to:**

- l) Contribute the full amounts outlined in section 2.0 (c), towards the annual implementation of EDI, and;
- m) Facilitate resolution of any issues arising from Health Authority services relating to the Agreement with HELP.

---

<sup>1</sup> Actual budget is \$1,886,500

#### **4.0 Issue Resolution**

- a) Wherever possible, issues arising between the ministries with respect to the Agreement will be resolved at the program level;
- b) Wherever section 4 (a) is not workable, resolution will be attempted by MCFD's Senior Director, Research, Evaluation and Quality Assurance, MHLS' Executive Director, Women's Healthy Living Secretariat and MEd's Director, Early Learning;
- c) Wherever sections 4 (a) and (b) are not workable, the issues will be referred to the Assistant Deputy Ministers responsible for resolution.

#### **5.0 Effective Date and Term of this Memorandum of Understanding**


- a) This Memorandum of Understanding is effective April 1st, 2010 until the HELP Agreement expiry on March 31st, 2011; and
- b) This Memorandum of Understanding may be amended by the written agreement of the signatories or their designates.

\_\_\_\_\_  
Assistant Deputy Minister, MCFD

\_\_\_\_\_  
Assistant Deputy Minister, MEd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Andrew Hazlewood  
Assistant Deputy Minister, MHLS

  
\_\_\_\_\_  
Date

**Appendix to the Memorandum of Understanding Regarding the Human  
Early Learning Partnership (HELP) Transfer Under Agreement  
(Fiscal 2010/11)**

**Summary of Payments/Journal Vouchers over the Agreement Term:**

Payment/Journal Voucher Schedule	Ministry Funding (\$millions)			
	MCFD	MELB	MHL	All Ministries
30-Jun-10	\$ 0.49	\$ 0.167	\$ 0.050	\$ 0.707
30-Sep-10	\$ 0.49	\$ 0.167	\$ 0.050	\$ 0.707
31-Dec-10	\$ 0.49	\$ 0.167	\$ 0.050	\$ 0.707
31-Mar-11	\$ 0.49	\$ 0.167	\$ 0.050	\$ 0.707
<b>Total</b>	<b>\$ 1.960</b>	<b>\$ 0.666</b>	<b>\$ 0.200<sup>2</sup></b>	<b>\$ 2.826</b>

<sup>2</sup> MHL will provide an additional \$60,000 to MCFD for related contractual services associated with the Agreement. This \$60,000 is reflected in MCFD's total in the above Summary of Payments.

17R63262



BRITISH  
COLUMBIA

Ministry of Children  
and Family Development

## Modification Agreement

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

### BETWEEN

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

represented by Minister of Children and Family Development

Sandra Griffin

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

### AND

University of British Columbia

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

### BACKGROUND

- A. The parties entered into an agreement number XCE201082 and dated September 12, 2011, (the "Agreement").
- B. The parties have agreed to modify the Agreement effective September 27, 2011

### AGREEMENT

The parties agree as follows:

1. To amend Schedule B - Financial Contribution 2 as follows:
  - a. the Province will make three (3) payments, as follows: \$198,300.48 on September 30, 2011; \$594,901.43 on December 31, 2011; and \$594,901.42 on March 31, 2012.
2. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the 13<sup>th</sup> day of October

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

Name

Sandra Griffin

Title

Assistant Deputy Minister

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

Name

MARIO A. KASAPI

Associate Director

Title

University - Industry Liaison Office

DISTRIBUTION: COPY 1 - FINANCIAL SERVICES DIVISION

COPY 2 - CONTRACTOR

COPY 3 - ORIGINATING OFFICE

11



BRITISH  
COLUMBIA

Ministry of Children  
and Family Development

## Modification Agreement

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### BETWEEN

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

represented by Minister of Children and Family Development

PO Box 9705, STN PROV GOVT, Victoria, B.C., V8W 9S5

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

### AND

University of British Columbia, 440 - 2206 East Mall, Vancouver, B.C. V6T 1Z3

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

### BACKGROUND

A. The parties entered into an agreement number XCE201082 and dated September 1, 2011, (the "Agreement").

B. The parties have agreed to modify the Agreement effective April 1, 2012

### AGREEMENT

The parties agree as follows:

To amend Schedule A - Research Project and Term, as follows:

- The term of the agreement is extended until June 30, 2012, and
- the University will continue to work on EDI implementation activities and EDI data analysis, mapping & dissemination activities as specified in the original Schedule A.

1. To amend Schedule B - Financial Contribution, as follows:

- The amount that the Province agrees to pay to the University during the term of the agreement is increased to \$2,028,103.33, and
- the Province will make one payment of \$640,000.00 to the University on June 30, 2012.

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

The parties have duly executed this modification agreement as of the 10<sup>th</sup> day of April 2012

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

Name

Dulcie Fernandes

Title

Manager, Accreditation

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

MARIO A. KASAPI

Name

Associate Director  
University - Industry Liaison Office

Name

J. P. Heale, PhD, MBA  
Associate Director  
University-Industry Liaison Office

DISTRIBUTION: COPY 1 - FINANCIAL SERVICES DIVISION

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2007/12/6



BRITISH  
COLUMBIA

Ministry of Children  
and Family Development

## Modification Agreement

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### BETWEEN

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

represented by Minister of Children and Family Development

PO Box 9705, STN PROV GOVT, Victoria, B.C., V8W 9S5

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

### AND

University of British Columbia, 440 - 2206 East Mall, Vancouver, B.C. V6T 1Z3

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

### BACKGROUND

- A. The parties entered into an agreement number XLR206911 and dated July 1, 2012, (the "Agreement").
- B. The parties have agreed to modify the Agreement effective April 1, 2013

### AGREEMENT

The parties agree as follows:

To amend Schedule A - Research Project and Term, as follows:

- The term of the agreement is extended until June 30, 2013, and
  - the University will continue to work on EDI implementation activities and EDI data analysis, mapping & dissemination activities as specified in the original Schedule A.
1. To amend Schedule B - Financial Contribution, as follows:
- The amount that the Province agrees to pay to the University during the term of the agreement is increased to \$3,200,000.00, and
  - the Province will make one payment of \$640,000.00 to the University on June 30, 2013.
2. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the 31st day of March, 2013

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

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

Name  
Dulcie Fernandes

Title  
Manager, Accreditation

Name  
MARIO A. KASAPI

Title  
Associate Director  
University - Industry Liaison Office



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BRITISH  
COLUMBIA

Ministry of Children  
and Family Development

## Modification Agreement

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### BETWEEN

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

represented by Minister of Children and Family Development

P.O. Box 9778, STN PROV GOVT, Victoria BC, V8W 9S5

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

### AND

University of British Columbia, 440 - 2208 East Mall, Vancouver BC, V6T 1Z3

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

### BACKGROUND

- A. The parties entered into an agreement number XLR206911 and dated July 1, 2012, (the "Agreement").
- B. The parties have agreed to modify the Agreement effective July 1, 2013

### AGREEMENT

The parties agree as follows:

To amend Sponsored Research Agreement,

-Section 18 - Notices, subsection 18.01, to indicate new contact information for written communication from the University to the Province, as follows:

Joan Easton - Early Years, CYSN and Quality Assurance Policy, Ministry of Children and Family Development  
Mailing Address: PO Box 9778, Stn Prov Govt, Victoria, British Columbia V8W 9S5  
Physical Address (Courier): 2nd Floor - 777 Broughton Street, Victoria, British Columbia, V8W 1E3  
Email: Joan.Easton@gov.bc.ca  
Phone: (250) 387-9714  
Fax: (250) 356-0399

To amend Schedule A - Research Project and Term, as follows:

-Section 2, Communication Protocol, subsection 2.03, to indicate new Province Contract Manager information, as follows:

1. Joan Easton, Early Years, CYSN and Quality Assurance Policy, Ministry of Children and Family Development  
Mailing Address: PO Box 9778, Stn Prov Govt, Victoria, British Columbia V8W 9S2  
Physical (Courier) Address: 2nd Floor - 777 Broughton Street, Victoria, British Columbia, V8W 1E3  
Email: Joan.Easton@gov.bc.ca  
Phone: (250) 387-9714  
Fax: (250) 356-0399

-Section 3, Term of Agreement, Subsection 3.01 - the term of the agreement is extended until September 30, 2013, and

-Section 5, EDI Data Analysis, Mapping & Dissemination Activities -the University will continue to work on EDI implementation activities and EDI data analysis, mapping and dissemination activities as specified in the original Schedule A.



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## Modification Agreement

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To amend Schedule B - Financial Contribution, as follows:

-Section 1-the amount that the Province agrees to pay the University during the term of the agreement is increased to \$3,840,000, and

-Section 2-the Province will make one payment of \$640,000.00 to the University on September 30, 2013.

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

The parties have duly executed this modification agreement as of the 3rd day of JULY, 2013

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

Name

Joan Easton

Title

Executive Director

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

Name

MARIO A. KASAPI

Associate Director

University - Industry Liaison Office

Title

JULY 3, 2013

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By:

Name:

Title:

J. P. Heale, PhD, MBA  
Associate Director  
University-Industry Liaison Office

Date:

JULY 3rd, 2013





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Ministry of Children  
and Family Development

## Modification Agreement

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### BETWEEN

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

represented by Minister of Children and Family Development

P.O. Box 9778, STN PROV GOVT, Victoria, BC, V8W 1Z3

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

### AND

University of British Columbia, 440 - 2208 East Mall, Vancouver, BC, V6T 1Z3

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

### BACKGROUND

- A. The parties entered into an agreement number XLR206911 and dated July 1, 2012, (the "Agreement").
- B. The parties have agreed to modify the Agreement effective October 1, 2013

### AGREEMENT

The parties agree as follows:

To extend the term of the agreement until December 31, 2013.

To amend Schedule B - Financial Contribution as follows:

- Section 1 - the amount the Province agrees to pay the University during the term of the agreement is increased to
1. \$4,480,000, and;
- Section 2 - the Province will make one payment of \$640,000 to the University on December 31, 2013
- Section 12.01 (b) - a reporting covering the period from October 1, 2013 through December 31, 2013 to be provided by January 31, 2014.
2. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the

26<sup>th</sup> day of September, 2013

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

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

*JEM Easton*

Name

JEM EASTON

Title

ED, Early Years, CYSN & QA Policy

*MARIO A. KASAPI*

Name

MARIO A. KASAPI

Associate Director

Title

University - Industry Liaison Office

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### BETWEEN

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

represented by Minister of Children and Family Development

P.O. Box 9778, STN PROV GOVT, Victoria BC, V8W 1Z3

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

### AND

University of British Columbia, 440 - 2208 East Mall, Vancouver BC, V6T 1Z3

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

A. The parties entered into an agreement number XLR206911 and dated July 1, 2012, (the "Agreement").

B. The parties have agreed to modify the Agreement effective January 1, 2014

### AGREEMENT

The parties agree as follows:

1. To extend the term in Schedule A 3.01 to March 31, 2014 as per 3.02.  
To add a report in Section 12.01 (b) covering the period of January 1, 2014 to March 31, 2014 to be provided by April 30, 2014.  
To amend Schedule B - Financial Contribution as follows:  
--Section 1 -- to increase the amount the Province agrees to pay the University by \$640,000 to \$5,120,000 during the term, and;  
--Section 2 -- make one payment of \$640,000 on March 31, 2014

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

The parties have duly executed this modification agreement as of the 16<sup>th</sup> day of December, 2013

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

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

*JEM Easton*

Name

JEM EASTON

Title

ED, Early Years, CYSN, QA, Child Welfare Policy

*MARIO A. KASAPI*

MARIO A. KASAPI

Name

Associate Director  
University - Industry Liaison Office

*J. P. Heale*

J. P. Heale, PhD, MBA

Associate Director

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Ministry of Children  
and Family Development

## Modification Agreement

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### BETWEEN

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

represented by Minister of Children and Family Development

P.O. Box 9778, STN PROV GOVT, Victoria BC, V8W 1Z3

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

### AND

University of British Columbia, 440 - 2208 East Mall, Vancouver BC, V6T 1Z3

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

A. The parties entered into an agreement number XLR206911 and dated July 1, 2012, (the "Agreement").

B. The parties have agreed to modify the Agreement effective January 1, 2014

### AGREEMENT

The parties agree as follows:

1. To extend the term in Schedule A 3.01 to March 31, 2014 as per 3.02.  
To add a report in Section 12.01 (b) covering the period of January 1, 2014 to March 31, 2014 to be provided by April 30, 2014.  
To amend Schedule B - Financial Contribution as follows:  
--Section 1 -- to increase the amount the Province agrees to pay the University by \$640,000 to \$5,120,000 during the term, and;  
--Section 2 -- make one payment of \$640,000 on March 31, 2014

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

The parties have duly executed this modification agreement as of the 16<sup>th</sup> day of December 2013

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

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

Name

JEM EASTON

Title

ED Early Years, CYSN, QA, Child Welfare Policy

MARIO A. KASAPI

Name

Associate Director  
University - Industry Liaison Office

Title

J. P. Heale, PhD, MBA  
Associate Director  
University-Industry Liaison Office

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Ministry of Children  
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Modification Agreement

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BETWEEN

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

represented by Minister of Children and Family Development

the Province

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

AND

University of British Columbia (HELP)

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

A. The parties entered into an agreement number XLR206911 and dated July 1, 2012, (the "Agreement").

B. The parties have agreed to modify the Agreement effective April 1, 2014

AGREEMENT

The parties agree as follows:

1. To extend the term in Schedule A 3.01 to March 31, 2016 as per 3.02.  
Revised deliverables and term as per Schedule A and B.
2. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the 7<sup>th</sup> day of April, 2014

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

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

Name  
JEN EASTON

Title  
Executive Director

Name  
PIERRE OUILLET

Title  
VICE PRESIDENT -  
FINANCE, RESOURCES & OPERATIONS

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By:   
Name: J. P. Heale, PhD, MBA  
Title: Interim Managing Director  
University-Industry Liaison Office

## SCHEDULE A—RESEARCH PROJECT AND TERM

### 1. ADDITIONAL DEFINITIONS

- a) “Aboriginal Community Liaison” means the HELP staff position responsible for supporting processes in the development and implementation of a population-level research agenda, conducted by HELP, about the cultural and social determinants of Aboriginal children’s development in British Columbia.
- b) “Aboriginal Steering Committee” means a group of individuals of Aboriginal ancestry (First Nations – Status, Non-Status, on-reserve, off-reserve – Inuit and Métis peoples) who meet regularly to ensure HELP research activities are respectful and beneficial to Aboriginal children, families and communities concerned. HELP provides funding to support the activities of this group.
- c) “Community Trainers’ Network” means a network that consists of members of the ECD community in each of the school districts who work with HELP in the dissemination and local implications of the data.
- d) “Content Manager (Contractor)” means the person designated by HELP to manage the University’s research obligations under this Agreement.
- e) “Contract Manager (Contractor)” means the person designated by HELP to manage the University’s financial and legal obligations under this Agreement.
- f) “Contract Manager (Province)” means the person designated by the Province to manage the Province’s rights and obligations under this Agreement.
- g) “Data Dictionary” means a complete list of fields with field position number, field name, field type (for example, character, numeric, date) and length, a description of the field in plain English (e.g. description of dummy variables, treatment of missing and/or unknown records, specific date formats (e.g. YY/MM/DD, YY/DD/MM, etc), in two formats: 1) listed by ascending field position number; and 2) listed alphabetically by field name.
- h) “ECD” means early child development.
- i) “EDI” means Early Development Instrument.
- j) “EDI Mapping” means the production, by HELP’s Early Child Development (ECD) Mapping Unit, of a range of maps that show the results of the EDI, community assets and socio-economic data.
- k) “EDI Scales” means the five aspects of children’s development which the EDI questions are grouped into: 1) Physical health and well-being; 2) Social competence; 3) Emotional maturity; 4) Language and cognitive development; and 5) Communication skills and general knowledge.
- l) “EDI Themed Clusters” means the groupings of developmentally related items of the EDI used to provide more detailed analysis on specific aspects of children’s development measured by the EDI.
- m) “HELP” means the Human Early Learning Partnership (HELP) which is a collaborative, interdisciplinary research consortium consisting of researchers from BC’s five universities including the two UBC campuses (Point Grey and Okanagan) that contributes to new knowledge in early child development (ECD) and enhances the quality of children’s early years.
- n) “MCFD” means B.C. Provincial Ministry of Children & Family Development.
- o) “MEd” means B.C. Provincial Ministry of Education.
- p) “MOH” means B.C. Provincial Ministry of Health.
- q) “OCAP” means the First Nations Principles of OCAP (Ownership, Control, Access and Possession); specifically, that First Nations control data collection processes in their communities, and own, protect and control how their information is used. These rights are fundamentally tied to self-determination and to the preservation and development of their culture.

- r) "Province," for the purposes of this Schedule A, means the Ministries of Children and Family Development, Education and Health.
- s) "Second Order EDI Data Analysis" refers to exploratory analysis of EDI data that answers questions arising from basic descriptive analyses of the EDI data.
- t) "Senior Aboriginal Researcher" means the HELP staff position responsible for guiding the development and implementation of a population-level research agenda, conducted by HELP, about the cultural and social determinants of Aboriginal children's development in British Columbia.
- u) "Senior HELP Scholar" means a faculty member from another UBC faculty who provides research consultation for an agreed upon time and for a specific project for which they have the expertise.
- v) "Tele-training" means a distance program for training school district and community trainers and teachers in EDI implementation and survey completion.
- w) "Wave" means a province wide data collection period that includes every geographic school district in the province at least once.

## 2. COMMUNICATION PROTOCOL

- 2.01 Communication regarding the administration of this Agreement (e.g., contract management, funding, additional research requirements, and negotiations) between HELP and the Province must flow through the Province's Contract Manager and the Contract Manager (Contractor).
- 2.02 Communication regarding the content of this Agreement (e.g., content of reports, communication regarding research, inquiries/requests related to existing deliverables etc.) between HELP and the Province must flow through the Contract Manager (Province) and the HELP Content Manager.
- 2.03 Any issues pertaining to any part of this agreement raised by either the Province or HELP must be directed through the Contract Manager (Province) or the Contract Manager (Contractor) or HELP's Content Manager(s). Issues raised by either party will be responded to within five business days of receipt unless otherwise mutually agreed upon.

Province Contract Manager: Joan Easton, Executive Director, Early Years, CYSN, Quality Assurance and Child Welfare Policy  
 Ministry of Children and Family Development  
 Mailing Address: PO Box 9778 Stn Prov Govt  
 Victoria, B.C. V8W 9S5

Physical (Courier) Address: 2nd Floor – 777 Broughton Street  
 Victoria, B.C. V8W 1E3  
 Email: Joan.Easton@gov.bc.ca  
 Phone: 250-387-9714  
 Fax: 250-356-0399

HELP Contract Manager: Joanne Schroeder  
 Address: Library Processing Centre  
 440 - 2206 East Mall  
 Vancouver, B.C. V6T 1Z3  
 Email: joanne.schroeder@ubc.ca  
 Phone: 604-827-5396  
 Fax: 604-822-0640

HELP Content Manager: Joanne Schroeder  
 Address: Library Processing Centre  
 440 - 2206 East Mall

Email:  
Phone:  
Fax:

Vancouver, B.C. V6T 1Z3  
joanne.schroeder@ubc.ca  
604-827-5396  
604-822-0640

### 3. TERM OF AGREEMENT

- 3.01 The term of the agreement is from April 1, 2014 to March 31, 2016.
- 3.02 This Agreement may be extended and modified for three additional one year terms. Extension is at the Province's sole discretion.
- 3.03 HELP and the Province will meet no later than October 15 of each year to determine the budget and deliverables for future years, and to determine whether the Province is prepared to agree to a modification to this Agreement under section 3.02 above.

### 4. EDI DATA IMPLEMENTATION AND COLLECTION

- 4.01 HELP will administer the EDI in British Columbia school districts, independent schools (as defined by the *Independent School Act*), and federally and/or provincially funded First Nations schools based on a three year wave of province-wide data collection. The 2013/14 collection is the first year of the current wave of data collection cycle. Participation will be based on the number of kindergarten students registered. Small districts (less than 100 students) will participate annually; medium sized (100 to 300 students) will participate in two of the three years of the cycle; and large districts (more than 300 students) will participate only once in a three year cycle. Specifically, HELP will:
  - a. Facilitate the participation of school districts, independent schools and First Nations schools in the three year EDI data collection cycle to ensure province-wide results can be reported at all levels of geography;
  - b. Ensure data are complete, ready for analysis, and linkable to other individual data sources, including Personal Education Numbers;
  - c. Facilitate the administration of EDI through support and capacity building activities with school districts, First Nations schools and independent schools; and
  - d. Host annual web-based conferences with all school districts, First Nations schools and independent schools to evaluate EDI implementation process and make revisions as needed for future implementations.
- 4.02 Perform EDI Training activities to ensure standardization in the completion of the EDI by teachers around the province, as follows:
  - a. Provide web-based and tele-training to all geographic school districts. This will include the participation of both school-based and community-based trainers;
  - b. Provide ongoing guidance and oversight to trainers until the EDI training is completed;
  - c. Provide compensation to school districts for the teachers' release time to complete the surveys and to participate in the training sessions;
  - d. Maintain a web site with materials required for training accessible only to district and community trainers;
  - e. Maintain a teacher, community and stakeholder website for timely access to all materials required for EDI implementation;
  - f. Maintain a parent web-page with specific focus on questions and materials relevant to parents whose children are currently included in the EDI project; and

- g. Maintain a trainers' network, consisting of both community- and school-based trainers (in each of B.C.'s 59 school districts) who act as supporting representatives of HELP to teachers, school district staff and communities (e.g. local trainers will support kindergarten teacher training, provide presentations of local research results, and field questions from local communities about the work of HELP).

## **5. MDI DATA IMPLEMENTATION AND COLLECTION**

- 5.01 HELP will administer the MDI-4 and MDI-7 in a limited number of British Columbia school districts, independent schools (as defined by the *Independent School Act*) and federally and/or provincially funded First Nations schools. A maximum budget amount of \$40,000.00 is available to perform the MDI with the schools electing to participate. The rationale for participating is the possibility of linking MDI data to both EDI and previously collected MDI data. Participant school districts/schools will provide the primary funding for these activities with a subsidy provided through this agreement. Activities will include:
  - a. Facilitate the participation of a limited number of school districts, independent schools and First Nations schools in MDI data collection cycle;
  - b. Ensure data are complete, ready for analysis, and linkable to other individual data sources, including Personal Education Numbers; and
  - c. Facilitate the administration of MDI through support and capacity building activities with school districts, First Nations schools and independent schools. These activities include, but are not limited to:
    - i. Completion and interpretation of Information Sharing Agreements;
    - ii. Provision of documents and follow-up explanations of ethics and parental consent requirements;
    - iii. Technical support for uploading databases and accessing the MDI portal;
    - iv. Provide information (Frequently Asked Questions) for participating schools to use in interpreting the project to children, parents, teachers and stakeholders; and
    - v. Host annual web-based conferences with participating school districts, First Nations schools and independent schools to evaluate MDI implementation process and make revisions as needed for future implementation.
- 5.02 Perform MDI Training activities to ensure standardization in the completion of the MDI by participating teachers, as follows:
  - a. Provide web-based and tele-training to participating school districts. This will be available to all teachers administering the MDI;
  - b. Maintain a teacher training web site with materials required for administration;
  - c. Maintain a teacher, community and stakeholder website for timely access to all materials required for MDI implementation;
  - d. Maintain a parent web-page with specific focus on questions and materials relevant to parents whose children are currently included in the MDI project; and
  - e. Maintain a trainers' network, consisting of both community- and school-based trainers (in participating school districts) who act as supporting representatives of HELP to teachers, school district staff, parents and communities. (The aim will be to integrate the EDI and MDI networks).

## **6. DATA ANALYSIS**

- 6.01 HELP will receive and house all data collected in a secure data facility which complies with all requirements of privacy legislation. Activities will include:



- a. Ensure a systematic and comprehensive approach to maintaining data quality and cleaning data for further analyses;
- b. Provide simple descriptive statistics and summary data tables of EDI and MDI results;
- c. Provide a statistical model for understanding meaningful difference in results from one collection to the next and to understand meaningful difference between geographic units and to use this model to collaborate with the province on setting targets for performance measures; and
- d. Conduct analyses into how the data are influenced by family, neighborhood and school based factors (e.g. gender differences, teacher differences, demographic changes, community context, language group differences, etc.), cross-sectional statistical analyses at the neighbourhood and school levels using EDI/MDI and socio-economic status (SES) data.

## **7. POLICY CONSULTATION**

- 7.01 Under the direction of the Tri-Ministry committee, HELP will provide consultation and support to the implementation of the BC Early Years Strategy and other relevant provincial policy initiatives. This may include consultation and support to both provincial representatives and to community stakeholders. Initial activities will include:
- a. Consultation and support to implementation for the provincial Early Years strategy. To include support from Deputy Director, Knowledge Translation Director and HELP faculty;
  - b. Participation in research studies designed to deepen the understanding of components of the Early Years strategy (e.g. characteristics of effective early childhood coordination and integration);
  - c. Regular meetings/research presentations with the Tri-Ministry committee and HELP representatives to inform and support other policy initiatives; and
  - d. Production of relevant policy research briefs for dissemination inside government as well as externally.

## **8. PROVINCIAL ACCESS TO DATA**

- 8.01 HELP will provide, subject to the adherence to all privacy legislation and UBC ethics guidelines, access to individual-level data and support to the Province in the use of this data. Activities will include:
- a. Provide access to all individual-level EDI data collected beginning in 2011/12 and for subsequent years. This will require a signed-off Information Sharing Agreement, for the purposes of program evaluation and planning, and consistent with relevant federal and provincial legislation governing data sharing;
  - b. Provide neighbourhood level shape files used by HELP to be adapted by the Province for their use; and
  - c. Explore the feasibility and value of sharing individual-level MDI data.
- 8.02 HELP will assist the Province in understanding and using the data. Activities will include:
- a. Provide an EDI data dictionary with updated data descriptions;
  - b. Collaborate, once data is accessible, with the Province on designing and delivering a training process including but not limited to the technical aspects of how to interpret, construct, calculate, aggregate, analyze, and link individual-level EDI data; and
  - c. Identify a contact for the province to act as technical liaison and respond to all methodological questions.

## **9. ABORIGINAL DATA COLLECTION AND RESEARCH COLLABORATIONS**

- 9.01 HELP will continue to collaborate with Aboriginal communities, leaders, and organizations to ensure that the program of research furthers the use and relevance of the data and information for Aboriginal communities, children and families. All research activities undertaken with respect to Aboriginal children will be consistent with the principles of Ownership, Control, Access and Possession (OCAP), in collaboration with the community-based Aboriginal Steering Committee. Aboriginal data collection and research collaboration activities performed by HELP will include, but are not limited to:
- a. Collection, analysis and dissemination of EDI information for all Aboriginal children within the public school system in BC and, where possible, within First Nations schools;
  - b. Development of strategies and approaches to facilitating EDI implementation in First Nations schools;
  - c. Provision of Aboriginal-specific community and school level reports to school districts, under the auspices of the local Aboriginal Education Council, and to participating First Nations schools. Reports will include recent findings with interpretive and contextual information specific to increasing the understanding of Aboriginal children's development;
  - d. Presentations and workshops by HELP's Aboriginal Community Liaison Co-ordinator to assist in interpretation and use of results;
  - e. Development of knowledge mobilization/communications material that is specific for Aboriginal communities and organizations;
  - f. Collaboration with Aboriginal, provincial and community organizations on how to use results to support planning and improve services. A list of consulted Aboriginal agencies, organizations, etc. will be provided to the Province by HELP upon request; and
  - g. Collaboration with the First Nations Education Steering Committee in the completion of a research project to conduct an independent assessment of potential bias in the design and implementation of the EDI with respect to Aboriginal children. As part of this project, consider the development and use of a potential supplementary assessment or measure for Aboriginal children.

## **10. PRIVACY**

- 10.01 HELP is responsible for ensuring that all research, analysis and activities conducted under this Agreement will remain compliant with all aspects of the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165 and *Personal Information Protection Act*, S.B.C. 2003, c. 65.

## **11. REPORTING AND KNOWLEDGE MOBILIZATION**

- 11.01 HELP is committed to ensuring that its research is used in practical ways to improve the lives of children: "putting research into action". We will continue to engage in a diversity of knowledge mobilization (KM) and community engagement strategies to ensure that our research and the findings from the data we gather are used to inform policy development, program planning, and community action. Using an iterative KM framework, our strategies will focus on promoting a broad understanding of children's developmental trajectories over time. Activities will include:
- a. Synthesis of EDI data to highlight key findings and generation of basic summary data tables at Provincial, Health Authority, School District, Local Health Authority, MCFD service delivery areas, school and neighbourhood levels;
  - b. Creation of maps and visuals (e.g., graphs, tables, charts, infographics) that increase the usability and understanding of data for communities, school districts, health authorities, special populations and government stakeholders;
  - c. Design and publication of a variety of interpretive materials to support use of research and data by users:

- vi. Plain language reports, that include maps, visuals, interpretation of results and suggested activities for local stakeholders;
- vii. Tools (publications, PowerPoint slides) to facilitate the presentation and use of research findings by communities and organizations;
- viii. Policy and research briefs, the summarize key findings and their implications for program and policy development;
- ix. Videos of lead HELP researchers speaking to recent findings that can be accessed online;
- d. Continued commitment to a broad based engagement strategy that will include:
  - i. Regular presentations to communities and organizations, in-person and by webinar, featuring HELP's faculty and staff to assist in interpretation and use of results;
  - ii. An annual Research Exposition and regional workshops/forums bringing together communities to discuss results and share resources;
  - iii. Enhancement of the skill and expertise of community trainers through web-based learning opportunities and written resources enabling them to give presentations within their own communities;
  - iv. Education and training for health authorities and MCFD regional staff in the use of results through regional level reports, web-based access to maps and summaries, regular presentations by and workshops with HELP's faculty, research associates and staff; and
  - v. Meetings with the existing network of local intersectoral ECD coalitions throughout the Province to facilitate the use of community maps in planning and policy, in communities and regions across BC. HELP will provide the Province with a list of community networks/coalitions that are consulted, and with training, upon request;
- e. Maintenance and on-going development of a high quality, multi-faceted and interactive web portal to provide comprehensive access to HELP's research activities, data, and findings. This portal will also provide links to emerging early child development research from across Canada and internationally. It will ensure public access to all aggregate level results (including neighbourhood, school district, MOH LHA, HSDA, and HA, MCFD regional, SDA and LSA, and provincial); and
- f. On-going maintenance of HELP's capacity to act as a focal point and repository for early child development research:
  - a. Monthly HELP research retreats, bringing together researchers and students from across UBC, and community partners; and
  - b. Monthly reviews of the latest ECD publications from HELP researchers and its extended research network.

## **12. RESEARCH AND COLLABORATION**

- 12.01 HELP may assist with research issues at an additional cost, as outlined in Schedule B. Activities may include the following:
- a. Assist with ad-hoc research issues identified by the Province related to EDI at an additional cost as outlined in Schedule B. HELP must provide the Province with a written estimate of any ad-hoc research prior to commencement of that research; and
  - b. Collaborate with the Province to identify and conduct any other research analyses or studies at an additional cost as outlined in Schedule B to the satisfaction of the Province. The Province must approve in writing any additional work and costs in advance of any such work being undertaken.

## **13. REPORTING REQUIREMENTS**

## **REPORTING TIMELINE**

13.01 HELP will provide an annual report to the Province.

## **REPORTING CONTENT**

13.02 The semi-annual reports referred to in paragraph 12.01 will include (but are not limited to) summaries of the following topics/areas of research:

- a. **EDI and MDI Implementation Activities** (outlined in sections 4 and 5), which include, but are not limited to:
  - vi. Itemized list of School Districts and schools surveyed;
  - vii. Number of students surveyed; and
  - viii. Number of teachers participating.
- b. **Data Analysis Activities** (outlined in section 6) which include, but are not limited to:
  - i. A summary of the most recent findings from the EDI and MDI including interpretation and implications for program and policy development (annually only, to be included with the October 31<sup>st</sup> report);
  - ii. Hyperlinks or electronic copies of aggregate data tables and maps of EDI results and socio-demographic data at the:
    - a. Neighborhood level;
    - b. MEd School District level;
    - c. MOH HA, LHA, and HSDA level;
    - d. MCFD Regional, SDA, and LSA level;
    - e. Provincial level (only at the completion of a two year wave, annual provincial updates, for internal government use, for the 1<sup>st</sup> year of a two year wave); and
    - f. Any other unit of analysis identified as pertinent by either HELP or the Province.
  - iii. Summary of presentations/workshops given by HELP staff and faculty with respect to EDI and MDI findings;
  - iv. Annual provincial summary of EDI results including the 5 scales and EDI themed clusters (where the 1<sup>st</sup> year summary of a two year wave will be for internal government use only).
- c. **Aboriginal Data Collection and Research Collaborations** (outlined in section 9), which include, but are not limited to:
  - i. Listing Aboriginal provincial and community organizations involved in consultations;
  - ii. Summaries of Aboriginal Steering Committee activities;
  - iii. Summaries of community presentations/workshops given by HELP staff or Aboriginal Steering Committee members;
  - iv. Provincial, MCFD SDA and LSA, MoH HSDA and LHA, Health Authorities, neighbourhood, and school district level vulnerability rates for Aboriginal children in BC based on all available data;
  - v. Number of Aboriginal children participating in the EDI;
  - vi. Number of First Nations schools participating in the EDI; and
  - vii. Listing of those First Nation schools with which HELP had discussions concerning participation, but which did not participate.

- d. **Reporting and Knowledge Mobilization Activities** (outlined in section 11), which include, but are not limited to:
  - i. Summary of Knowledge Mobilization activities for reporting period and as available copies and links to relevant materials.

#### **GENERAL REPORTING REQUIREMENTS**

- 13.03 HELP will conduct the following general reporting activities, which will include, but are not limited to:
- a. HELP will provide a work plan to the ministry by June 15, 2014, outlining activities and associated timelines.
  - b. Providing recommendations upon request to the Province regarding ECD resources and allocations to address gaps in services based on current research findings;
  - c. Preparing and conducting ad hoc presentations upon request, to the Province, including Cabinet, Deputy Ministers and executive staff, regarding HELP's research activities and findings, with a focus on how research can be used to influence policy;
  - d. Conducting semi-annual policy research meetings within 45 days of submitting reports (outlined in paragraph 12.01 on pages 16-17) with the Province to present and discuss upcoming policy needs, and opportunities and challenges for integration with EDI data;
  - e. Notifying the Province 45 days in advance of research announcements or public presentations of the research or other work related to EDI and other Provincial ECD programs to provide the opportunity for Provincial participation; and
  - f. Any other general reporting activities identified by the Province and agreed to by HELP.

## **SCHEDULE B—FINANCIAL CONTRIBUTION**

1. The Province agrees to provide to the University the amount of \$2,560,000.00 during the 2014/15 Term, with the understanding that the additional monies for the 2015/16 Term are subject to budget availability.
2. Payments will be made as follows:
  - a. the Province will make four (4) payments, as follows; Quarterly in the fiscal year of the Province during the Term of the Agreement: that is, \$640,000.00 on June 30, 2014; \$640,000.00 on September 30, 2014; \$640,000.00 on December 31, 2014; and \$640,000.00 on March 31, 2015;
  - b. any research or related work performed under paragraphs 9.01 (e) and (f) of Schedule A will be charged at following rates:
    - a. \$550/day for analyst,
    - b. \$800/day for Faculty member/Deputy Director,
    - c. \$1000.00/day for Senior HELP Scholars; and
  - c. notwithstanding paragraphs 2. (a) and (b) of this Schedule, in no event will the Financial Contribution payments payable to the University under this Agreement exceed in the aggregate the sum of \$2,560,000.00 in the 2014/15 fiscal year of the Province.



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Ministry of Children  
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## Modification Agreement

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### BETWEEN

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

represented by Minister of Children and Family Development

the Province

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

### AND

University of British Columbia (HELP)

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

A. The parties entered into an agreement number XLR206911 and dated July 1, 2012, (the "Agreement").

B. The parties have agreed to modify the Agreement effective November 7, 2014

### AGREEMENT

The parties agree as follows:

1. Modification to increase existing contract by \$15,000 for HELP to conduct evaluation of Early Years Centres test sites. Funds will be used hire a Research Assistant to support evaluation activities, data entry and reporting (see Schedules A and B).

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

The parties have duly executed this modification agreement as of the 13<sup>th</sup> day of November 2014

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

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

*Joan Easton*

*Mario A. Kasapi*

Name  
Joan Easton

Name  
MARIO A. KASAPI

Title  
Executive Director, Early Years, CYSN, Quality Assurance and

Title  
Associate Director  
University - Industry Liaison Office

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## SCHEDULE A—SERVICES

Schedule A is amended to add the following:

### Phase 1 Evaluation of Early Years Centres

#### PART 1. TERM:

1. The term of this Modification Agreement commences on November 7, 2014 and ends on March 31, 2015.

#### PART 2. SERVICES:

HELP to provide an evaluation and final report of the 12 Early Years Test Centres as outlined in a detailed work plan, which is agreed to by both parties.

## SCHEDULE B—FINANCIAL CONTRIBUTION

### 1. MAXIMUM AMOUNT

Amend contract Maximum Amount by adding \$15,000. The new contract maximum amount is not to exceed \$2,575,000.

### 2. FEES:

The Province agrees to provide to the University an additional \$15,000 during the Term of this Modification Agreement as per the following budget breakdown:

<u>Budget Item</u>	<u>Costs</u>
Research Assistant support in planning and preparing evaluation tools	\$1,000
Completion of 24-30 interviews with Early Years Centre leaders/partners	\$5,000
Data entry and cleaning	\$5,000
Data synthesis	\$3,000
Reporting	\$1,000
<b>Total</b>	<b>\$15,000</b>

### 3. PAYMENT:

One payment of an additional \$15,000 will be issued to HELP upon receipt by the Province and the Provincial Office for the Early Years of the final Evaluation Report.





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### BETWEEN

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

represented by Minister of Children and Family Development

the Province

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

### AND

University of British Columbia (HELP)

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

- A. The parties entered into an agreement number XLR206911 and dated July 1, 2012, (the "Agreement").
- B. The parties have agreed to modify the Agreement effective May 21, 2015

### AGREEMENT

The parties agree as follows:

1. To amend Schedule B – Financial Contribution

#### Section 1

Add – The Province agrees to provide the University with \$2,560,000 during the 2015/16 term of the agreement.

#### Section 2

Add – Each fiscal year during the term of the agreement the Province will make quarterly payments of \$640,000 on June 30, September 30, December 31, and March 31.

Revise existing to read -- Notwithstanding paragraphs 2 (a) and (b) of this Schedule, in no event will the Financial Contribution payments payable to the University under this Agreement exceed the sum of \$2,575,000 in fiscal 2014/15 and \$2,560,000 in fiscal 2015/16. At the end of the fiscal year 2015/16, in aggregate, total payments will not exceed a maximum of \$10,255,000.

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

The parties have duly executed this modification agreement as of the

29<sup>th</sup> day of May 2015

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

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

*JE M Easton*

*M. Kasapi*

Name  
JE M Easton

Name  
MARIO A. KASAPI

Title  
Exec Dir; Ey, CYSN, QA &  
Child Welfare Policy

Title  
Associate Director  
University - Industry Liaison Office

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By: *DHF*  
Name: **David H. Farrar**  
Title: Provost and Vice President Academic

Date: *June 3, 2015*

## **SCHEDULE B – FINANCIAL CONTRIBUTION**

1. The Province agrees to provide to the University the amount of \$2,560,000 during the 2014/15 Term, and \$2,560,000 during the 2015/16 Term, with the understanding that the additional monies for the 2015/16 Term are subject to budget availability.
2. Payments will be made as follows:
  - a. Each fiscal year the Province during the term of the Agreement will make four (quarterly) payments: \$640,000 on June 30; \$640,000 on September 30; \$640,000 on December 31; \$640,000 on March 31;
  - b. Any research or related work performed under paragraphs 9.01 (e) and (f) of Schedule A will be charged at following rates:
    - i. \$550/day for analyst,
    - ii. \$800/day for Faculty member/Deputy Director,
    - iii. \$1000/day for Senior HELP Scholars; and
  - c. Notwithstanding paragraphs 2 (a) and (b) of this Schedule, in no event will the Financial Contribution payments payable to the University under this Agreement exceed the sum of \$2,575,000 in fiscal 2014/15 and \$2,560,000 in fiscal 2015/16. At the end of the fiscal year 2015/16, in aggregate, total payments will not exceed a maximum of \$10,255,000.



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## Modification Agreement

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### BETWEEN

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

represented by Minister of Children and Family Development

the Province

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

### AND

University of British Columbia (HELP)

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

A. The parties entered into an agreement number XLR206911 and dated July 1, 2012, (the "Agreement").

B. The parties have agreed to modify the Agreement effective June 30, 2015

### AGREEMENT

The parties agree as follows:

#### 1. Section 7 -- Policy Consultation

CHANGE 7.01 (a) Consultation and support to implementation for the provincial Early Years strategy. To include support from Deputy Director and HELP faculty;

ADD 7.02 Regular support to the Early Years Office with respect to the development and on-going implementation of a three-year evaluation plan and process for the Early Years Centre component of the Provincial Early Years Strategy. This will include:

a. Collaborative planning with the Provincial Office for the Early Years and the Early Years Centres on the adaptation of an emerging theory of change that guides the initiative and connects the work of the Early Years Centres together in a single rubric;

b. Creation of concepts and rubrics that can support the Early Years Centres, using evaluative thinking to improve their collaborative approaches and service integration process;

c. On-going document review and analysis of written materials including:

i. Adaptations to the Early Years Strategy;

ii. Updates from the Provincial Office for the Early Years;

iii. Proposals and reports from Early Years Centres test site proposals; and

iv. Additional relevant literature (i.e. related to other Early Years Centres and evaluation approaches);

d. On-going development and adaptation of data collection tools, materials and processes including but not limited to:

i. A key interview questionnaire and guide;

ii. A benchmark and monitoring questionnaire;

iii. A series of in-depth on-site studies of a selection of Early Years Centre sites will be conducted each year -- selections will be made by the Early Years Office and the Human Early Partnership jointly; and

iv. Support to the Early Years Office and Early Years Centres in the creation and use of local data capture tools that gather information on the impact of the Early Years Centres on children and families;

e. Annual implementation of evaluation tools and processes, according to a detailed plan developed collaboratively with the Early Years Office;

f. Data entry and cleaning;

g. Report writing and in-person reporting. This will include:

i. Regular updates on lessons learned and impacts to the Early Years Office at least twice a year;

ii. A detailed report documenting findings at the end of each year; and

iii. Support for the preparation of public reports and briefs as agreed to by the Early Years Office and HELP;

h. Support to the Early Years Office in communicating results from the evaluation and building capacity in communities for collaboration and service integration including:

- i. Inclusion of on-going results of the evaluation into regular HELP presentations and workshops;
- ii. Presentations at conferences and forums; and
- iii. Hosting webinars for Early Years Centres and a broader audience to communicate lessons learned.

**Schedule B -- Financial Contribution**

**CHANGE** 1. The Province agrees to provide to the University the amount of \$2,575,000 during the 2014/15 Term, and \$2,725,000 during the 2015/16 Term, with the understanding that the additional monies for the 2015/16 Term are subject to budget availability.

2. Payments will be made as follows:

- a) In fiscal year 2014/15, the Province will make four (quarterly) payments: \$640,000 on June 30; \$640,000 on September 30; \$640,000 on December 31; \$640,000 on March 31;
- b) In fiscal year 2015/16, the Province will make four (quarterly) payments: \$722,500 on June 30; \$722,500 on September 30; \$640,000 on December 31; \$640,000 on March 31;

**ADD** i. The payments in fiscal 2015/16 include \$165,000 for the evaluation of the Early Years Centres. The budget for this work is:

**Budget Item and Costs**

Senior research leadership - \$60,000

Research Associate support - \$15,000

Research Assistant support in planning and preparing evaluation tools - \$50,000

Data Analysis support - \$15,000

Travel - \$20,000

Software and data storage - \$5000

Total: \$165,000

**CHANGE** d) Notwithstanding paragraphs 2 (a) and (b) of this Schedule, in no event will the Financial Contribution payments payable to the University under this Agreement exceed the sum of \$2,575,000 in fiscal 2014/15 and \$2,725,000 in fiscal 2015/16. At the end of the fiscal year 2015/16, in aggregate, total payments will not exceed a maximum of \$10,420,000.

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

The parties have duly executed this modification agreement as of the 8<sup>th</sup> day of JULY 2015

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

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

*JEM Easton*

Name

J E M EASTON

Title

ED, EY, CYSN, QA & CW Policy

*Yasmin Diaz*

Name

Yasmin Diaz

Title

ACTING ASSOCIATE DIRECTOR  
UNIVERSITY - INDUSTRY LIAISON

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## Modification Agreement

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### BETWEEN

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

represented by Minister of Children and Family Development

the Province

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

### AND

University of British Columbia (HELP)

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

A. The parties entered into an agreement number XLR206911 and dated July 1, 2012, (the "Agreement").

B. The parties have agreed to modify the Agreement effective April 1, 2016

### AGREEMENT

The parties agree as follows:

1. The parties agree as follows:

Schedule A

UPDATE Section 1 – Additional Definitions

DELETE 1 (a) "population level"

DELETE 1 (b) "concerned" and "provides funding to support"

ADD 1 (b) "of" and "facilitates"

DELETE 1 (c) "that consists"; "the"; "and local implications"; and "the"

ADD 1 (c) "BC's" and "and interpretation"

DELETE 1 (j) "Early Childhood Development (ECD) Mapping Unit" and "the results of the EDI"

ADD 1 (j) "Knowledge Translation Team"; ", and data infographics"; "EDI"; and "data"

CHANGE 1 (l) to 1 (m)

DELETE 1 (l) "Themed Clusters"

ADD 1 (l) "subscales"

DELETE 1 (m) "consortium consisting of researchers from BC's five universities including the two UBC campuses (Point Grey and Okanagan); "early"; "(ECD) and"; and "enhances the quality of children's early years"

ADD 1 (m) "Institute at the University of British Columbia" and "toward optimizing child development wellbeing and outcomes"

ADD 1 (n) "Linked Data" means the linkage of EDI data to other data gathered by HELP using population monitoring tools (such as the MDI) or linkage of EDI data to administrative data sets, whether health or education. ADD 1 (p) "MDI" means the Middle Development Instrument

CHANGE 1 (n) to 1 (o)

CHANGE 1 (p) to 1 (q)

CHANGE 1 (q) to 1 (r)

CHANGE 1 (r) to 1 (s)

CHANGE 1 (s) to 1 (t)

CHANGE 1 (t) to 1 (u)

DELETE 1 (u) "Senior Aboriginal Researcher" means the HELP staff position responsible for guiding the development and implementation of a population level research agenda, conducted by HELP, about the cultural and social determinants of Aboriginal children's development in British Columbia.

DELETE 1 (v) "Senior HELP Scholar" means a faculty member from another UBC faculty who provides research consultation for an agreed upon time and for a specific project for which they have the expertise.

DELETE 1 (w) "Tele-training" means a distance program for training school district and community trainers and teachers

in EDI implementation and survey completion.  
CHANGE 1 (u) to 1 (v)

UPDATE Section 2 – Communication Protocol

DELETE 2.03 "Joan Easton"; "Quality Assurance and Child Welfare"; and "Joan.Easton@gov.bc.ca"  
ADD 2.03 "Executive Director or Designate"; "Autism"; "Aleksandra.Stevanovic@gov.bc.ca"; ", Deputy Director HELP,"  
and ", Deputy Director HELP,"

UPDATE Section 3 – Term of Agreement

UPDATE 3.01 Change the start date to April 1, 2016 and extend the end date to March 31, 2019  
DELETE 3.02 Delete as the three-year term has been invoked and extended  
CHANGE 3.03 to 3.02  
DELETE 3.02 "under section 3.02 above"

UPDATE Section 4 – EDI Data Implementation and Collection

ADD 4.01 "2016/17"  
ADD 4.01 (c) ", training"  
DELETE 4.01 (d) "Host annual web based conferences"  
ADD 4.01 (d) "Implement a regular evaluation process"  
ADD 4.02 (a) "Maintain a trainers' network of both community- and school-based trainers (in each of BC's 59 school districts) who act as supporting representatives of HELP to teachers, school district staff and communities (e.g. local trainers support kindergarten teacher training, provide presentations of local research results, and field questions from local communities about the work of HELP);"  
CHANGE 4.02 (a) to 4.02 (b)  
DELETE 4.02 (b) "tele-training"; "to"; and "geographic";  
ADD 4.02 (b) "on-line training for"; ". Independent schools and First Nations schools"  
CHANGE 4.02 (b) to 4.02 (c)  
CHANGE 4.02 (c) to 4.02 (d)  
DELETE 4.02 (d) "Maintain a web site with materials required for training accessible only to district and community trainers;"  
DELETE 4.02 (e) "website";  
ADD 4.02 (e) "on-line platform"; "and"  
DELETE 4.02 (g) "Maintain a trainer's network, consisting of both community and school based trainers (in each of B.C.'s 59 school districts) who act as supporting representatives of HELP to teachers, school district staff and communities (e.g. local trainers will support kindergarten teacher training, provide presentations of local research results, and field questions from local communities about the work of HELP)."  
DELETE 4.02 (f) "; and";  
ADD 4.02 (f) "."

UPDATE Section 5 – MDI Data Implementation and Collection

DELETE 5.01 "limited" and "perform"  
ADD 5.01 "subsidize the costs of implementing"  
ADD 5.02  
DELETE 5.02 "The rationale for participating is the possibility of linking MDI data to both EDI and previously collected MDI data."; "Participant"; and, "will"  
ADD 5.02 "Participating" and "supported by this funding"  
CHANGE 5.02 to 5.03  
UPDATE 5.03 (a) delete "tele-training"; add "on-line training"

UPDATE Section 6 – Data Analysis

ADD 6.01 (b) "publically"  
ADD 6.01 (d) "second order"

UPDATE Section 7 – Policy Consultation

DELETE 7.01 ". Initial"  
DELETE 7.01 (a) "to implement for the provincial Early Years strategy. To include support"  
ADD 7.01 (a) "HELP's"  
DELETE 7.01 (b) "Participation in research studies designed"  
ADD 7.01 (b) "Consultation and discussion"  
DELETE 7.01 (c) "/research presentations" and "; and"  
ADD 7.01 (c) "and workshops"; "and other government personnel,"; and "."  
DELETE 7.01 (d) "Production of relevant policy research briefs for dissemination inside government as well as externally."

UPDATE Section 8 – Provincial Access to Data

ADD 8.01 (a) "Provide access to all individual-level EDI data collected beginning in 2014/15 and for subsequent years. This access will be guided by an Information Sharing Agreement (ISA), signed in 2015, for the purposes of program evaluation and planning. Access will be consistent with relevant federal and provincial legislation governing data sharing,"

CHANGE 8.01 (a) to 8.01 (b)

ADD 8.01 (b) "HELP will work closely with the partner Ministries to ensure that there are processes for governing and decision-making related to the ISA;"

CHANGE 8.01 (b) to 8.01 (c)

ADD 8.01 (d) "Explore the feasibility and value of sharing individual-level MDI data."

DELETE 8.02 "the"

ADD 8.02 "EDI"

DELETE 8.02 (a) "an"

ADD 8.02 (a) "a current"

DELETE 8.02 (b) "is accessible" and ", and link individual level EDI data"

ADD 8.02 (b) "are shared" and "annually"

#### UPDATE Section 9 –Aboriginal Data Collection and Research Collaborations

DELETE 9.01 "program of"

ADD 9.01 (c) "s or First Nations Chiefs and Council"

ADD 9.01 (f) "Interdisciplinary research projects with UBC and other researchers, using EDI and other HELP data, to provide additional insights into the development of aboriginal children;"

CHANGE 9.01 (f) to 9.01 (g)

CHANGE 9.01 (g) to 9.01 (h)

DELETE 9.01 (h) "the completion of a research project to conduct an" and "As part of this project, consider the development and use of a potential supplementary assessment or measure for Aboriginal children"

ADD 9.01 (h) "Province and the" and "addressing the recommendations that emerged from the"

#### UPDATE Section 11 –Reporting and Knowledge Mobilization

CHANGE 11.01 (c) (vi) to (i)

CHANGE 11.01 (c) (vii) to (ii)

CHANGE 11.01 (c) (viii) to (iii)

ADD 11.01 (c) (iv) "Videos of lead HELP researchers speaking to recent findings that can be accessed online;"

DELETE 11.01 (d) "commitment to"

ADD 11.01 (d) "implementation of"

ADD 11.01 (d) (i) "Regular presentations to communities and organizations, in-person and by webinar, featuring HELP's faculty and staff to assist in interpretation and use of results;"

CHANGE 11.01 (d) (i) to 11.01 (d) (ii)

ADD 11.01 (d) (ii) "Co-design and co-facilitation of webinars, workshops, planning processes with organizations using HELP data to tailor the information to their specific needs;"

CHANGE 11.01 (d) (ii) to 11.01 (d) (iii)

ADD 11.01 (d) (iii) "Annual research expositions and regional workshops/forums/roadshows that bring together communities to discuss results and share resources;"

CHANGE 11.01 (d) (iii) to 11.01 (d) (iv)

CHANGE 11.01 (d) (iv) to 11.01 (d) (v)

ADD 11.01 (d) (v) ", school districts"

CHANGE 11.01 (d) (v) to 11.01 (d) (vi)

CHANGE 11.01 (f) (a) to 11.01 (f) (i)

UPDATE 11.01 (f) (i) delete "retreats"; add "seminars"

CHANGE 11.01 (f) (b) to 11.01 (f) (ii)

#### UPDATE Section 12 –Research and Collaboration

ADD 12.01 (a) "Support for the emergence and implementation of new child development monitoring tools and specially the Childhood Experiences Questionnaire and the Toddler Development Instrument;"

CHANGE 12.01 (a) to 12.01 (b)

CHANGE 12.01 (b) to 12.01 (c)

#### UPDATE Section 13 – Reporting Requirements

CHANGE 13.02 (a) (vii) to (i)

CHANGE 13.02 (a) (viii) to (ii)

CHANGE 13.02 (a) (ix) to (iii)

#### Schedule B – Financial Contribution

UPDATE to the following:

1. The Province agrees to provide the University the amount of \$2,560,000.00 annually during the Term, with the understanding that the annual monies to be paid are subject to budget availability.



2. Payments will be made as follows:

a. the Province will make four (4) payments, as follows; Quarterly in the fiscal year of the Province during the Term of the Agreement: that is, \$640,000.00 on June 30, 2016; \$640,000.00 on September 30, 2016; \$640,000.00 on December 31, 2016; and, \$640,000.00 on March 31, 2017.

b. any research or related work performed under paragraph 12.01 of Schedule A will be charged at following rates:

i. \$550.00/day for analyst,

ii. \$800.00/day for Faculty member/Deputy Director,

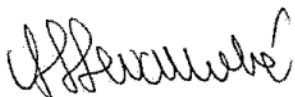
iii. \$1,000.00/day for Senior HELP Scholars; and

c. Notwithstanding paragraphs 2. (a) and (b) of this Schedule, in no event will the Financial Contribution payments payable to the University under this Agreement exceed in the aggregate sum of \$2,560,000.00 during the Term.

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

The parties have duly executed this modification agreement as of the 23<sup>rd</sup> day of March

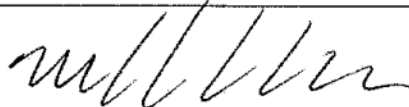
**SIGNED AND DELIVERED** by or on behalf of the Province by its authorized representative:



Name Aleksandra Stevanović

Title Executive Director

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



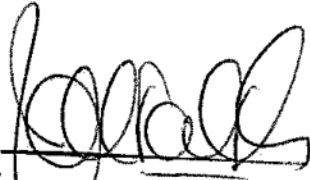
Name MARIO A. KASAPI  
Associate Director

Title University - Industry Liaison Office

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COPY 2 - CONTRACTOR

COPY 3 - ORIGINATING OFFICE

by:   
Name: J. P. Heale, PhD, MBA  
Title: Managing Director  
University-Industry Liaison Office  
Date: Mar 23/16

1H



BRITISH  
COLUMBIA

Ministry of Children  
and Family Development

ORIGINAL

Modification Agreement

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

## BETWEEN

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

represented by Minister of Children and Family Development

the Province

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

## AND

University of British Columbia (HELP)

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

A. The parties entered into an agreement number XLR206911 and dated July 1, 2012, (the "Agreement").

B. The parties have agreed to modify the Agreement effective April 28, 2016

## AGREEMENT

The parties agree as follows:

### 1. Schedule A

UPDATE Policy Consultation Section 7.02 to read:

Regular support to the Early Years Office with respect to the development and on-going implementation of a three-year evaluation plan and process over fiscal years 2015/16, 2016/17, and 2017/18 for the Early Years Centre component of the Provincial Early Years Strategy. This will include:

a. Collaborative planning with the Provincial Office for the Early Years and the Early Years Centres on the adaptation of an emerging theory of change that guides the initiative and connects the work of the Early Years Centres together in a single rubric;

b. Creation of concepts and rubrics that can support the Early Years Centres, using evaluative thinking to improve their collaborative approaches and service integration process;

c. On-going document review and analysis of written materials including:

i. Updates from the Provincial Office for the Early Years;

ii. Proposals and reports from Early Years Centres test site proposals; and

iii. Additional relevant literature (i.e. related to other Early Years Centres and evaluation approaches);

d. On-going development and adaptation of data collection tools, materials and processes including but not limited to:

i. A key interview questionnaire and guide;

ii. A benchmark and monitoring questionnaire;

iii. A series of in-depth on-site studies of a selection of Early Years Centre sites will be conducted each year – selections will be made by the Early Years Office and the Human Early Partnership jointly; and

iv. Support to the Early Years Office and Early Years Centres in the creation and use of local data capture tools that gather information on the impact of the Early Years Centres on children and families;

e. Annual implementation of evaluation tools and processes, according to a detailed plan developed collaboratively with the Early Years Office;

f. Data entry and cleaning;

g. Report writing and in-person reporting. This will include:

i. Regular updates on lessons learned and impacts to the Early Years Office at least twice a fiscal year;

ii. A detailed report documenting findings at the end of each fiscal year, with a final report being drafted and submitted no later than June 30, 2018; and

iii. Support for the preparation of public reports and briefs as agreed to by the Early Years Office and HELP;

h. Support to the Early Years Office in communicating results from the evaluation and building capacity in communities for collaboration and service integration including:

- i. Inclusion of on-going results of the evaluation into regular HELP presentations and workshops;
- ii. Presentations at conferences and forums; and
- iii. Hosting webinars for Early Years Centres and a broader audience to communicate lessons learned.
- i. Early Years Centres Evaluation Case Study plan and timeline:
  - i. Objectives: to gather community-based information about ways the BC Early Years Centres (EYC) are used as tools over time to support the development of a comprehensive, coordinated interagency system for early years services. Specifically, the case studies will be used to obtain in-depth information from selected communities over a 2- to 3-year period about the current and developing system with respect to:
    - a. Objective 1: Approaches to service coordination/integration, and
    - b. Objective 2: Expected and achieved outcomes of the coordinated/integrated interagency service system model from community service planner, provider, and parent/caregiver perspectives.
  - ii. Method: data will be collected in four BC communities beginning in spring 2016, with follow-up data collection occurring in spring 2017, and spring 2018. Data collection in two additional Aboriginal EYC communities will commence in spring 2017, with follow-up completion in 2018. Adaptation of the present case study design will occur in the coming year based on consultation with the Aboriginal EYC site leads, HELP's Aboriginal Steering Committee, and the BC Provincial Office for the Early Years (EYO).
  - a. Community sites: For spring 2016 data collection, four sites will be selected based on the following:
    - i. Geographic variation, with attention to involving sites that differ in region and mix of urban/suburban and rural characteristics;
    - ii. Population diversity, with varying population size and socioeconomic status, and one or more sites characterized by some ethnic and cultural heterogeneity;
    - iii. Presence of a current or developing interagency system for early years services (based on previous data collection, observation/insights from EYO);
    - iv. Opportunities for gathering context-rich information that will promote learning/understanding about the diversity of approaches in BC for developing a comprehensive, coordinated interagency system for early years services; and
    - v. Sites proposed for the case study and to be confirmed with EYO input include Fort St. John, Sunshine Coast, Delta and Kamloops.
  - b. Participants: Three groups of participants will be involved in each community:
    - i. Early Years Partners who have actively contributed to the development of the community's system for early years services. Active members would include those individuals who have attended at least one in-person meeting in the past year to plan and develop the community's service system model for early years services (e.g., early years table members);
    - ii. Service providers who over the last year have engaged in the delivery of programs or services offered by the interagency system for early years services under the umbrella of the EYC; and
    - iii. Parents/caregivers who within the last year have participated in programs or services offered by the interagency system for early years services.
  - c. Data collection: To meet case study objectives, identified EYC partners from each community will
    - i. Participate in one individual, semi-structured, in-person interview with HELP research team members that will cover the following topics:
      - 1. Statement of philosophy, values undergirding service coordination, and desired/achieved outcomes;
      - 2. Interagency agreements;
      - 3. Funding of service coordination;
      - 4. Broad structure for service delivery in which service coordination takes place; and
      - 5. Service coordination monitoring.
    - ii. Complete an online survey focused on structures, processes, and outcomes of working together. To further address Objective 2, identified EYC service providers and parents/caregivers in each community will participate in focus groups to share experiences and perspectives of the current service delivery system for the early years.
    - iii. A minimum of two focus groups will occur in each community. Potentially one focus group will be with up to 12 service providers (or the individual interview as noted in #1); another focus group will occur with up to 12 parents/caregivers who have participated in services or programs offered by the interagency system for early years services.
  - d. Timeframes for data collection:
    - i. Spring Fiscal 2016/17: Time 1 data collection in four EYC community sites; and Time 2 follow-up data collection in four EYC case study sites; Time 1 data collection in two Aboriginal EYC sites; and
    - ii. Spring Fiscal 2017/18: Time 3 follow-up data collection in four EYC case study sites; Time 2 follow-up data collection in two Aboriginal EYC case studies.

#### Schedule B – Financial Contribution

UPDATE to the following:

1. The Province agrees to provide the University the amount of \$2,725,000 during the 2016/17 term, \$2,725,000 during the 2017/18 term, and \$2,560,000 during the 2018/19 term, with the understanding that the annual monies to be paid for the 2017/18 and 2018/19 term are subject to budget availability.

2. Payments will be made as follows:

a) In fiscal year 2016/17, the Province will make four (quarterly) payments of \$681,250 on June 30; \$681,250 on

September 30; \$681,250 on December 31; \$681,250 on March 31;  
b) In fiscal year 2017/18, the Province will make four (quarterly) payments of \$681,250 on June 30; \$681,250 on September 30; \$681,250 on December 31; \$681,250 on March 31;  
c) In fiscal year 2018/19, the Province will make four (quarterly) payments of \$640,000 on June 30; \$640,000 on September 30; \$640,000 on December 31; \$640,000 on March 31;

Add i. The payments for fiscal 2016/17 and 2017/18 include \$165,000 for the evaluation of the Early Years Centres.

3. Any research or related work performed under paragraph 12.01 of Schedule A will be charged at following rates:

- i. \$550.00/day for analyst;
- ii. \$800.00/day for Faculty member/Deputy Director;
- iii. \$1,000.00/day for Senior HELP Scholars; and

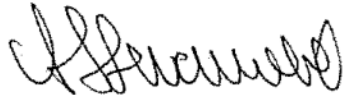
4. Change Notwithstanding paragraphs 2. (a) and (b), and (c) of this Schedule, in no event will the Financial Contribution payments payable to the University under this Agreement exceed the sum of \$2,725,000 in fiscal 2016/17, \$2,725,000 in fiscal 2017/18, and \$2,560,000 in fiscal 2018/19, in aggregate, total payments will not exceed a maximum of \$18,430,000.

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

The parties have duly executed this modification agreement as of the 4th day of July 2016

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

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



Name

Aleksandra Stevanovic

Title

Executive Director, CYSN, Autism, and Early Years Policy



Name

MARIO A. KASAPI

Associate Director

Title

University - Industry Liaison Office

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14

## SCHEDULE A—RESEARCH PROJECT AND TERM

### 1. ADDITIONAL DEFINITIONS

- a) “Aboriginal Community Liaison” means the HELP staff position responsible for supporting processes in the development and implementation of a research agenda, conducted by HELP, about the cultural and social determinants of Aboriginal children’s development in British Columbia.
- b) “Aboriginal Steering Committee” means a group of individuals of Aboriginal ancestry (First Nations – Status, Non-Status, on-reserve, off-reserve – Inuit and Métis peoples) who meet regularly to ensure HELP research activities are respectful of and beneficial to Aboriginal children, families and communities. HELP facilitates the activities of this group.
- c) “Community Trainers’ Network” means a network of members of the ECD community in each of BC’s school districts who work with HELP in the dissemination and interpretation of data.
- d) “Content Manager (Contractor)” means the person designated by HELP to manage the University’s research obligations under this Agreement.
- e) “Contract Manager (Contractor)” means the person designated by HELP to manage the University’s financial and legal obligations under this Agreement.
- f) “Contract Manager (Province)” means the person designated by the Province to manage the Province’s rights and obligations under this Agreement.
- g) “Data Dictionary” means a complete list of fields with field position number, field name, field type (for example, character, numeric, date) and length, a description of the field in plain English (e.g. description of dummy variables, treatment of missing and/or unknown records, specific date formats (e.g. YY/MM/DD, YY/DD/MM, etc), in two formats: 1) listed by ascending field position number; and 2) listed alphabetically by field name.
- h) “ECD” means early child development.
- i) “EDI” means Early Development Instrument.
- j) “EDI Mapping” means the production, by HELP’s Knowledge Translation Team of a range of maps, and data infographics that show EDI data, community assets and socio-economic data.
- k) “EDI Scales” means the five aspects of children’s development which the EDI questions are grouped into: 1) Physical health and well-being; 2) Social competence; 3) Emotional maturity; 4) Language and cognitive development; and 5) Communication skills and general knowledge.
- l) “EDI subscales” means the groupings of developmentally related items of the EDI used to provide more detailed analysis on specific aspects of children’s development measured by the EDI.
- m) “HELP” means the Human Early Learning Partnership (HELP) which is a collaborative, interdisciplinary research Institute at the University of British Columbia that contributes to new knowledge in child development toward optimizing child development wellbeing and outcomes.
- n) “Linked Data” means the linkage of EDI data to other data gathered by HELP using population monitoring tools (such as the MDI) or linkage of EDI data to administrative data sets, whether health or education.
- o) “MCFD” means B.C. Provincial Ministry of Children & Family Development.
- p) “MDI” means the Middle Development Instrument.
- q) “MEd” means B.C. Provincial Ministry of Education.
- r) “MOH” means B.C. Provincial Ministry of Health.
- s) “OCAP” means the First Nations Principles of OCAP (Ownership, Control, Access and Possession); specifically, that First Nations control data collection processes in their communities, and own, protect

and control how their information is used. These rights are fundamentally tied to self-determination and to the preservation and development of their culture.

- t) "Province," for the purposes of this Schedule A, means the Ministries of Children and Family Development, Education and Health.
- u) "Second Order EDI Data Analysis" refers to exploratory analysis of EDI data that answers questions arising from basic descriptive analyses of the EDI data.
- v) "Wave" means a province wide data collection period that includes every geographic school district in the province at least once.

## 2. COMMUNICATION PROTOCOL

- 2.01 Communication regarding the administration of this Agreement (e.g., contract management, funding, additional research requirements, and negotiations) between HELP and the Province must flow through the Province's Contract Manager and the Contract Manager (Contractor).
- 2.02 Communication regarding the content of this Agreement (e.g., content of reports, communication regarding research, inquiries/requests related to existing deliverables etc.) between HELP and the Province must flow through the Contract Manager (Province) and the HELP Content Manager.
- 2.03 Any issues pertaining to any part of this agreement raised by either the Province or HELP must be directed through the Contract Manager (Province) or the Contract Manager (Contractor) or HELP's Content Manager(s). Issues raised by either party will be responded to within five business days of receipt unless otherwise mutually agreed upon.

Province Contract Manager: Executive Director or Designate, Early Years, CYSN, and Autism Policy  
Ministry of Children and Family Development  
Mailing Address: PO Box 9778 Stn Prov Govt  
Victoria, B.C. V8W 9S5  
Physical (Courier) Address: 2nd Floor – 777 Broughton Street  
Victoria, B.C. V8W 1E3  
Email: Aleksandra.Stevanovic@gov.bc.ca  
Phone: 250-387-1828  
Fax: 250-356-0399

HELP Contract Manager: Pippa Rowcliffe, Deputy Director  
Address: HELP, School of Population and Public Health  
440 - 2206 East Mall  
Vancouver, B.C. V6T 1Z3  
Email: pippa.rowcliffe@ubc.ca  
Phone: 604-827-5797  
Fax: 604-822-0640

HELP Content Manager: Pippa Rowcliffe, Deputy Director  
Address: HELP, School of Population and Public Health  
440 - 2206 East Mall  
Vancouver, B.C. V6T 1Z3  
Email: [pippa.rowcliffe@ubc.ca](mailto:pippa.rowcliffe@ubc.ca)  
Phone: 604-827-5797  
Fax: 604-822-0640

### 3. TERM OF AGREEMENT

- 3.01 The term of the agreement is from April 1, 2016 to March 31, 2019.
- 3.02 HELP and the Province will meet no later than October 15 of each year to determine the budget and deliverables for future years, and to determine whether the Province is prepared to agree to a modification to this Agreement.

### 4. EDI DATA IMPLEMENTATION AND COLLECTION

- 4.01 HELP will administer the EDI in British Columbia school districts, independent schools (as defined by the *Independent School Act*), and federally and/or provincially funded First Nations schools based on a three year wave of province-wide data collection. The 2016/17 collection is the first year of the current wave of data collection cycle. Participation will be based on the number of kindergarten students registered. Small districts (less than 100 students) will participate annually; medium sized (100 to 300 students) will participate in two of the three years of the cycle; and large districts (more than 300 students) will participate only once in a three year cycle. Specifically, HELP will:
  - a. Facilitate the participation of school districts, independent schools and First Nations schools in the three year EDI data collection cycle to ensure province-wide results can be reported at all levels of geography;
  - b. Ensure data are complete, ready for analysis, and linkable to other individual data sources, including Personal Education Numbers;
  - c. Facilitate the administration of EDI through support, training and capacity building activities with school districts, First Nations schools and independent schools; and
  - d. Implement a regular evaluation process with school districts, First Nations schools and independent schools to evaluate EDI implementation process and make revisions as needed for future implementations.
- 4.02 Perform EDI Training activities to ensure standardization in the completion of the EDI by teachers around the province, as follows:
  - a. Maintain a trainers' network of both community- and school-based trainers (in each of BC's 59 school districts) who act as supporting representatives of HELP to teachers, school district staff and communities (e.g. local trainers support kindergarten teacher training, provide presentations of local research results, and field questions from local communities about the work of HELP);
  - b. Provide web-based and on-line training for all school districts, independent schools and First Nations schools. This will include the participation of both school-based and community-based trainers;
  - c. Provide ongoing guidance and oversight to trainers until the EDI training is completed;
  - d. Provide compensation to school districts for the teachers' release time to complete the surveys and to participate in the training sessions;
  - e. Maintain a teacher, community and stakeholder on-line platform for timely access to all materials required for EDI implementation; and
  - f. Maintain a parent web-page with specific focus on questions and materials relevant to parents whose children are currently included in the EDI project.

### 5. MDI DATA IMPLEMENTATION AND COLLECTION

- 5.01 HELP will administer the MDI-4 and MDI-7 in a number of British Columbia school districts, independent schools (as defined by the *Independent School Act*) and federally and/or provincially funded First Nations

schools. A maximum budget amount of \$40,000.00 is available to subsidize the costs of implementing the MDI with the schools electing to participate.

- 5.02 Participating school districts/schools will provide the primary funding for these activities with a subsidy provided through this agreement. Activities supported by this funding include:
- a. Facilitate the participation of a limited number of school districts, independent schools and First Nations schools in MDI data collection cycle;
  - b. Ensure data are complete, ready for analysis, and linkable to other individual data sources, including Personal Education Numbers; and
  - c. Facilitate the administration of MDI through support and capacity building activities with school districts, First Nations schools and independent schools. These activities include, but are not limited to:
    - i. Completion and interpretation of Information Sharing Agreements;
    - ii. Provision of documents and follow-up explanations of ethics and parental consent requirements;
    - iii. Technical support for uploading databases and accessing the MDI portal;
    - iv. Provide information (Frequently Asked Questions) for participating schools to use in interpreting the project to children, parents, teachers and stakeholders; and
    - v. Host annual web-based conferences with participating school districts, First Nations schools and independent schools to evaluate MDI implementation process and make revisions as needed for future implementation.
- 5.03 Perform MDI Training activities to ensure standardization in the completion of the MDI by participating teachers, as follows:
- a. Provide web-based and on-line training to participating school districts. This will be available to all teachers administering the MDI;
  - b. Maintain a teacher, community and stakeholder website for timely access to all materials required for MDI implementation;
  - c. Maintain a parent web-page with specific focus on questions and materials relevant to parents whose children are currently included in the MDI project; and
  - d. Maintain a trainers' network, consisting of both community- and school-based trainers (in participating school districts) who act as supporting representatives of HELP to teachers, school district staff, parents and communities. (The aim will be to integrate the EDI and MDI networks).

## 6. DATA ANALYSIS

- 6.01 HELP will receive and house all data collected in a secure data facility which complies with all requirements of privacy legislation. Activities will include:
- a. Ensure a systematic and comprehensive approach to maintaining data quality and cleaning data for further analyses;
  - b. Provide publically simple descriptive statistics and summary data tables of EDI and MDI results;
  - c. Provide a statistical model for understanding meaningful difference in results from one collection to the next and to understand meaningful difference between geographic units and to use this model to collaborate with the province on setting targets for performance measures; and
  - d. Conduct second order analyses into how the data are influenced by family, neighborhood and school based factors (e.g. gender differences, teacher differences, demographic changes, community context, language group differences, etc.), cross-sectional statistical analyses at the neighbourhood and school levels using EDI/MDI and socio-economic status (SES) data.



## 7. POLICY CONSULTATION

- 7.01 Under the direction of the Tri-Ministry committee, HELP will provide consultation and support to the implementation of the BC Early Years Strategy and other relevant provincial policy initiatives. This may include consultation and support to both provincial representatives and to community stakeholders. Activities will include:
- a. Consultation and support from HELP's Deputy Director and HELP faculty;
  - b. Consultation and discussion to deepen the understanding of components of the Early Years strategy (e.g. characteristics of effective early childhood coordination and integration);
  - c. Regular meetings and workshops with the Tri-Ministry committee and other government personnel, and HELP representatives to inform and support other policy initiatives.
- 7.02 Regular support to the Early Years Office with respect to the development and on-going implementation of a three-year evaluation plan and process over fiscal years 2015/16, 2016/17, and 2017/18 for the Early Years Centre component of the Provincial Early Years Strategy. This will include:
- a. Collaborative planning with the Provincial Office for the Early Years and the Early Years Centres on the adaptation of an emerging theory of change that guides the initiative and connects the work of the Early Years Centres together in a single rubric;
  - b. Creation of concepts and rubrics that can support the Early Years Centres, using evaluative thinking to improve their collaborative approaches and service integration process;
  - c. On-going document review and analysis of written materials including:
    - i. Updates from the Provincial Office for the Early Years;
    - ii. Proposals and reports from Early Years Centres test site proposals; and
    - iii. Additional relevant literature (i.e. related to other Early Years Centres and evaluation approaches);
  - d. On-going development and adaptation of data collection tools, materials and processes including but not limited to:
    - i. A key interview questionnaire and guide;
    - ii. A benchmark and monitoring questionnaire;
    - iii. A series of in-depth on-site studies of a selection of Early Years Centre sites will be conducted each year – selections will be made by the Early Years Office and the Human Early Partnership jointly; and
    - iv. Support to the Early Years Office and Early Years Centres in the creation and use of local data capture tools that gather information on the impact of the Early Years Centres on children and families;
  - e. Annual implementation of evaluation tools and processes, according to a detailed plan developed collaboratively with the Early Years Office;
  - f. Data entry and cleaning;
  - g. Report writing and in-person reporting. This will include:
    - i. Regular updates on lessons learned and impacts to the Early Years Office at least twice a fiscal year;
    - ii. A detailed report documenting findings at the end of each fiscal year, with a final report being drafted and submitted no later than June 30, 2018; and
    - iii. Support for the preparation of public reports and briefs as agreed to by the Early Years Office and HELP;

- h. Support to the Early Years Office in communicating results from the evaluation and building capacity in communities for collaboration and service integration including:
  - i. Inclusion of on-going results of the evaluation into regular HELP presentations and workshops;
  - ii. Presentations at conferences and forums; and
  - iii. Hosting webinars for Early Years Centres and a broader audience to communicate lessons learned.
- i. Early Years Centres Evaluation Case Study plan and timeline:
  - i. **Objectives:** to gather community-based information about ways the BC Early Years Centres (EYC) are used as tools over time to support the development of a comprehensive, coordinated interagency system for early years services. Specifically, the case studies will be used to obtain in-depth information from selected communities over a 2- to 3-year period about the current and developing system with respect to:
    - a. Objective 1: Approaches to service coordination/integration, and
    - b. Objective 2: Expected and achieved outcomes of the coordinated/integrated interagency service system model from community service planner, provider, and parent/caregiver perspectives.
  - ii. **Method:** data will be collected in four BC communities beginning in spring 2016, with follow-up data collection occurring in spring 2017, and spring 2018. Data collection in two additional Aboriginal EYC communities will commence in spring 2017, with follow-up completion in 2018. Adaptation of the present case study design will occur in the coming year based on consultation with the Aboriginal EYC site leads, HELP's Aboriginal Steering Committee, and the BC Provincial Office for the Early Years (EYO).
    - a. *Community sites:* For spring 2016 data collection, four sites will be selected based on the following:
      - i. Geographic variation, with attention to involving sites that differ in region and mix of urban/suburban and rural characteristics;
      - ii. Population diversity, with varying population size and socioeconomic status, and one or more sites characterized by some ethnic and cultural heterogeneity;
      - iii. Presence of a current or developing interagency system for early years services (based on previous data collection, observation/insights from EYO);
      - iv. Opportunities for gathering context-rich information that will promote learning/understanding about the diversity of approaches in BC for developing a comprehensive, coordinated interagency system for early years services; and
      - v. Sites proposed for the case study and to be confirmed with EYO input include Fort St. John, Sunshine Coast, Delta and Kamloops.
    - b. *Participants:* Three groups of participants will be involved in each community:
      - i. Early Years Partners who have actively contributed to the development of the community's system for early years services. Active members would include those individuals who have attended at least one in-person meeting in the past year to plan and develop the community's service system model for early years services (e.g., early years table members);
      - ii. Service providers who over the last year have engaged in the delivery of programs or services offered by the interagency system for early years services under the umbrella of the EYC; and
      - iii. Parents/caregivers who within the last year have participated in programs or services offered by the interagency system for early years services.
    - c. *Data collection:* To meet case study objectives, identified EYC partners from each community will

- i. Participate in one individual, semi-structured, in-person interview with HELP research team members that will cover the following topics:
  1. Statement of philosophy, values undergirding service coordination, and desired/achieved outcomes;
  2. Interagency agreements;
  3. Funding of service coordination;
  4. Broad structure for service delivery in which service coordination takes place; and
  5. Service coordination monitoring.
- ii. Complete an online survey focused on structures, processes, and outcomes of working together. To further address Objective 2, identified EYC service providers and parents/caregivers in each community will participate in focus groups to share experiences and perspectives of the current service delivery system for the early years.
- iii. A minimum of two focus groups will occur in each community. Potentially one focus group will be with up to 12 service providers (or the individual interview as noted in #1); another focus group will occur with up to 12 parents/caregivers who have participated in services or programs offered by the interagency system for early years services.
- d. *Timeframes for data collection:*
  - i. Spring Fiscal 2016/17: Time 1 data collection in four EYC community sites; and Time 2 follow-up data collection in four EYC case study sites; Time 1 data collection in two Aboriginal EYC sites; and
  - ii. Spring Fiscal 2017/18: Time 3 follow-up data collection in four EYC case study sites; Time 2 follow-up data collection in two Aboriginal EYC case studies.

## 8. PROVINCIAL ACCESS TO DATA

- 8.01 HELP will provide, subject to the adherence to all privacy legislation and UBC ethics guidelines, access to individual-level data and support to the Province in the use of this data. Activities will include:
  - a. Provide access to all individual-level EDI data collected beginning in 2014/15 and for subsequent years. This access will be guided by an Information Sharing Agreement (ISA), signed in 2015, for the purposes of program evaluation and planning. Access will be consistent with relevant federal and provincial legislation governing data sharing;
  - b. HELP will work closely with the partners Ministries to ensure that there are process for governing and decision-making related to the ISA;
  - c. Provide neighbourhood level shape files used by HELP to be adapted by the Province for their use; and
  - d. Explore the feasibility and value of sharing individual-level MDI data.
- 8.02 HELP will assist the Province in understanding and using EDI data. Activities will include:
  - a. Provide a current EDI data dictionary with updated data descriptions;
  - b. Collaborate, once data are shared, with the Province on annually designing and delivering a training process including but not limited to the technical aspects of how to interpret, construct, calculate, aggregate, analyze; and
  - c. Identify a contact for the province to act as technical liaison and respond to all methodological questions.

## 9. ABORIGINAL DATA COLLECTION AND RESEARCH COLLABORATIONS

- 9.01 HELP will continue to collaborate with Aboriginal communities, leaders, and organizations to ensure that the research furthers the use and relevance of the data and information for Aboriginal communities,

children and families. All research activities undertaken with respect to Aboriginal children will be consistent with the principles of Ownership, Control, Access and Possession (OCAP), in collaboration with the community-based Aboriginal Steering Committee. Aboriginal data collection and research collaboration activities performed by HELP will include, but are not limited to:

- a. Collection, analysis and dissemination of EDI information for all Aboriginal children within the public school system in BC and, where possible, within First Nations schools;
- b. Development of strategies and approaches to facilitating EDI implementation in First Nations schools;
- c. Provision of Aboriginal-specific community and school level reports to school districts, under the auspices of the local Aboriginal Education Councils or First Nations Chiefs and Council, and to participating First Nations schools. Reports will include recent findings with interpretive and contextual information specific to increasing the understanding of Aboriginal children's development;
- d. Presentations and workshops by HELP's Aboriginal Community Liaison Co-ordinator to assist in interpretation and use of results;
- e. Development of knowledge mobilization/communications material that is specific for Aboriginal communities and organizations;
- f. Interdisciplinary research projects with UBC and other researchers, using EDI and other HELP data, to provide additional insights into the development of aboriginal children;
- g. Collaboration with Aboriginal, provincial and community organizations on how to use results to support planning and improve services. A list of consulted Aboriginal agencies, organizations, etc. will be provided to the Province by HELP upon request; and
- h. Collaboration with the Province and the First Nations Education Steering Committee in addressing the recommendations that emerged from the independent assessment of potential bias in the design and implementation of the EDI with respect to Aboriginal children.

## 10. PRIVACY

- 10.01 HELP is responsible for ensuring that all research, analysis and activities conducted under this Agreement will remain compliant with all aspects of the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165 and *Personal Information Protection Act*, S.B.C. 2003, c. 65.

## 11. REPORTING AND KNOWLEDGE MOBILIZATION

- 11.01 HELP is committed to ensuring that its research is used in practical ways to improve the lives of children: "putting research into action". We will continue to engage in a diversity of knowledge mobilization (KM) and community engagement strategies to ensure that our research and the findings from the data we gather are used to inform policy development, program planning, and community action. Using an iterative KM framework, our strategies will focus on promoting a broad understanding of children's developmental trajectories over time. Activities will include:
- a. Synthesis of EDI data to highlight key findings and generation of basic summary data tables at Provincial, Health Authority, School District, Local Health Authority, MCFD service delivery areas, school and neighbourhood levels;
  - b. Creation of maps and visuals (e.g., graphs, tables, charts, infographics) that increase the usability and understanding of data for communities, school districts, health authorities, special populations and government stakeholders;
  - c. Design and publication of a variety of interpretive materials to support use of research and data by users:
    - i. Plain language reports, that include maps, visuals, interpretation of results and suggested activities for local stakeholders;

- ii. Tools (publications, PowerPoint slides) to facilitate the presentation and use of research findings by communities and organizations;
- iii. Policy and research briefs, the summarize key findings and their implications for program and policy development;
- iv. Videos of lead HELP researchers speaking to recent findings that can be accessed online;
- d. Continued implementation of a broad based engagement strategy that will include:
  - i. Regular presentations to communities and organizations, in-person and by webinar, featuring HELP's faculty and staff to assist in interpretation and use of results;
  - ii. Co-design and co-facilitation of webinars, workshops, planning processes with organizations using HELP data to tailor the information to their specific needs;
  - iii. Annual research expositions and regional workshops/forums/roadshows that bring together communities to discuss results and share resources;
  - iv. Enhancement of the skill and expertise of community trainers through web-based learning opportunities and written resources enabling them to give presentations within their own communities;
  - v. Education and training for health authorities, school districts and MCFD regional staff in the use of results through regional level reports, web-based access to maps and summaries, regular presentations by and workshops with HELP's faculty, research associates and staff; and
  - vi. Meetings with the existing network of local intersectoral ECD coalitions throughout the Province to facilitate the use of community maps in planning and policy, in communities and regions across BC. HELP will provide the Province with a list of community networks/coalitions that are consulted, and with training, upon request;
- e. Maintenance and on-going development of a high quality, multi-faceted and interactive web portal to provide comprehensive access to HELP's research activities, data, and findings. This portal will also provide links to emerging early child development research from across Canada and internationally. It will ensure public access to all aggregate level results (including neighbourhood, school district, MOH LHA, HSDA, and HA, MCFD regional, SDA and LSA, and provincial); and
- f. On-going maintenance of HELP's capacity to act as a focal point and repository for early child development research:
  - i. Monthly HELP research seminars, bringing together researchers and students from across UBC, and community partners; and
  - ii. Monthly reviews of the latest ECD publications from HELP researchers and its extended research network.

## 12. RESEARCH AND COLLABORATION

- 12.01 HELP may assist with research issues at an additional cost, as outlined in Schedule B. Activities may include the following:
- a. Support for the emergence and implementation of new child development monitoring tools and specifically the Childhood Experiences Questionnaire and the Toddler Development Instrument;
  - b. Assist with ad-hoc research issues identified by the Province related to EDI at an additional cost as outlined in Schedule B. HELP must provide the Province with a written estimate of any ad-hoc research prior to commencement of that research; and
  - c. Collaborate with the Province to identify and conduct any other research analyses or studies at an additional cost as outlined in Schedule B to the satisfaction of the Province. The Province must approve in writing any additional work and costs in advance of any such work being undertaken.

### 13. REPORTING REQUIREMENTS

#### REPORTING TIMELINE

13.01 HELP will provide an annual report to the Province.

#### REPORTING CONTENT

13.02 The semi-annual reports referred to in paragraph 12.01 will include (but are not limited to) summaries of the following topics/areas of research:

- a. **EDI and MDI Implementation Activities** (outlined in sections 4 and 5), which include, but are not limited to:
  - i. Itemized list of School Districts and schools surveyed;
  - ii. Number of students surveyed; and
  - iii. Number of teachers participating.
- b. **Data Analysis Activities** (outlined in section 6) which include, but are not limited to:
  - i. A summary of the most recent findings from the EDI and MDI including interpretation and implications for program and policy development (annually only, to be included with the October 31<sup>st</sup> report);
  - ii. Hyperlinks or electronic copies of aggregate data tables and maps of EDI results and socio-demographic data at the:
    - a. Neighborhood level;
    - b. MEd School District level;
    - c. MOH HA, LHA, and HSDA level;
    - d. MCFD Regional, SDA, and LSA level;
    - e. Provincial level (only at the completion of a two year wave, annual provincial updates, for internal government use, for the 1<sup>st</sup> year of a two year wave); and
    - f. Any other unit of analysis identified as pertinent by either HELP or the Province.
  - iii. Summary of presentations/workshops given by HELP staff and faculty with respect to EDI and MDI findings;
  - iv. Annual provincial summary of EDI results including the 5 scales and EDI themed clusters (where the 1<sup>st</sup> year summary of a two year wave will be for internal government use only).
- c. **Aboriginal Data Collection and Research Collaborations** (outlined in section 9), which include, but are not limited to:
  - i. Listing Aboriginal provincial and community organizations involved in consultations;
  - ii. Summaries of Aboriginal Steering Committee activities;
  - iii. Summaries of community presentations/workshops given by HELP staff or Aboriginal Steering Committee members;
  - iv. Provincial, MCFD SDA and LSA, MoH HSDA and LHA, Health Authorities, neighbourhood, and school district level vulnerability rates for Aboriginal children in BC based on all available data;
  - v. Number of Aboriginal children participating in the EDI;
  - vi. Number of First Nations schools participating in the EDI; and

- vii. Listing of those First Nation schools with which HELP had discussions concerning participation, but which did not participate.
- d. **Reporting and Knowledge Mobilization Activities** (outlined in section 11), which include, but are not limited to:
  - i. Summary of Knowledge Mobilization activities for reporting period and as available copies and links to relevant materials.

#### **GENERAL REPORTING REQUIREMENTS**

- 13.03 HELP will conduct the following general reporting activities, which will include, but are not limited to:
- a. Providing recommendations upon request to the Province regarding ECD resources and allocations to address gaps in services based on current research findings;
  - b. Preparing and conducting ad hoc presentations upon request, to the Province, including Cabinet, Deputy Ministers and executive staff, regarding HELP's research activities and findings, with a focus on how research can be used to influence policy;
  - c. Conducting semi-annual policy research meetings within 45 days of submitting reports (outlined in paragraph 12.01 on pages 16-17) with the Province to present and discuss upcoming policy needs, and opportunities and challenges for integration with EDI data;
  - d. Notifying the Province 45 days in advance of research announcements or public presentations of the research or other work related to EDI and other Provincial ECD programs to provide the opportunity for Provincial participation; and
  - e. Any other general reporting activities identified by the Province and agreed to by HELP.

## SCHEDULE B—FINANCIAL CONTRIBUTION

1. The Province agrees to provide the University the amount of \$2,725,000 during the 2016/17 term, \$2,725,000 during the 2017/18 term, and \$2,560,000 during the 2018/19 term, with the understanding that the annual monies to be paid for the 2017/18 and 2018/19 term are subject to budget availability.
2. Payments will be made as follows:
  - a) In fiscal year 2016/17, the Province will make four (quarterly) payments of \$681,250 on June 30; \$681,250 on September 30; \$681,250 on December 31; \$681,250 on March 31;
  - b) In fiscal year 2017/18, the Province will make four (quarterly) payments of \$681,250 on June 30; \$681,250 on September 30; \$681,250 on December 31; \$681,250 on March 31;
  - c) In fiscal year 2018/19, the Province will make four (quarterly) payments of \$640,000 on June 30; \$640,000 on September 30; \$640,000 on December 31; \$640,000 on March 31;

Add i. The payments for fiscal 2016/17 and 2017/18 include \$165,000 for the evaluation of the Early Years Centres.

3. Any research or related work performed under paragraph 12.01 of Schedule A will be charged at following rates:
  - i. \$550.00/day for analyst,
  - ii. \$800.00/day for Faculty member/Deputy Director,
  - iii. \$1,000.00/day for Senior HELP Scholars; and
4. Change Notwithstanding paragraphs 2. (a) and (b), and (c) of this Schedule, in no event will the Financial Contribution payments payable to the University under this Agreement exceed the sum of \$2,725,000 in fiscal 2016/17, \$2,725,000 in fiscal 2017/18, and \$2,560,000 in fiscal 2018/19, in aggregate, total payments will not exceed a maximum of \$18,430,000.





**BRITISH  
COLUMBIA**

Ministry of Children  
and Family Development

## Modification Agreement

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

### BETWEEN

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

represented by Minister of Children and Family Development

(the "Province")

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

### AND

The University of British Columbia

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

A. The parties entered into an agreement number XLR206911 and dated July 1, 2012, (the "Agreement").

B. The parties have agreed to modify the Agreement effective May 23, 2017

### AGREEMENT

The parties agree as follows:

1. Replace existing Schedule A with the attached.
2. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the 30 day of MAY 2017

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

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

Brett Sharp  
2017.05.25  
14:47:43 -07'00'

Name  
Alexandra Stevanovic

Name  
Brett Sharp

Title  
Executive Director, CYSW, Autism  
2EX Policy

Title  
Associate Director, UILO

DISTRIBUTION: COPY 1 - FINANCIAL SERVICES DIVISION

COPY 2 - CONTRACTOR

COPY 3 - ORIGINATING OFFICE

## SCHEDULE A—RESEARCH PROJECT AND TERM

### 1. ADDITIONAL DEFINITIONS

- a) “Aboriginal Community Liaison” means the HELP staff position responsible for supporting processes in the development and implementation of a research agenda, conducted by HELP, about the cultural and social determinants of Aboriginal children’s development in British Columbia.
- b) “Aboriginal Steering Committee” means a group of individuals of Aboriginal ancestry (First Nations – Status, Non-Status, on-reserve, off-reserve – Inuit and Métis peoples) who meet regularly to ensure HELP research activities are respectful of and beneficial to Aboriginal children, families and communities. HELP facilitates the activities of this group.
- c) “Community Trainers’ Network” means a network of members of the ECD community in each of BC’s school districts who work with HELP in the dissemination and interpretation of data.
- d) “Content Manager (Contractor)” means the person designated by HELP to manage the University’s research obligations under this Agreement.
- e) “Contract Manager (Contractor)” means the person designated by HELP to manage the University’s financial and legal obligations under this Agreement.
- f) “Contract Manager (Province)” means the person designated by the Province to manage the Province’s rights and obligations under this Agreement.
- g) “Data Dictionary” means a complete list of fields with field position number, field name, field type (for example, character, numeric, date) and length, a description of the field in plain English (e.g. description of dummy variables, treatment of missing and/or unknown records, specific date formats (e.g. YY/MM/DD, YY/DD/MM, etc), in two formats: 1) listed by ascending field position number; and 2) listed alphabetically by field name.
- h) “ECD” means early child development.
- i) “EDI” means Early Development Instrument.
- j) “EDI Mapping” means the production, by HELP’s Knowledge Translation Team of a range of maps, and data infographics that show EDI data, community assets and socio-economic data.
- k) “EDI Scales” means the five aspects of children’s development which the EDI questions are grouped into: 1) Physical health and well-being; 2) Social competence; 3) Emotional maturity; 4) Language and cognitive development; and 5) Communication skills and general knowledge.
- l) “EDI subscales” means the groupings of developmentally related items of the EDI used to provide more detailed analysis on specific aspects of children’s development measured by the EDI.
- m) “HELP” means the Human Early Learning Partnership (HELP) which is a collaborative, interdisciplinary research Institute at the University of British Columbia that contributes to new knowledge in child development toward optimizing child development wellbeing and outcomes.
- n) “Linked Data” means the linkage of EDI data to other data gathered by HELP using population monitoring tools (such as the MDI) or linkage of EDI data to administrative data sets, whether health or education.
- o) “MCFD” means B.C. Provincial Ministry of Children & Family Development.
- p) “MDI” means the Middle Development Instrument.
- q) “MEd” means B.C. Provincial Ministry of Education.
- r) “MOH” means B.C. Provincial Ministry of Health.
- s) “OCAP” means the First Nations Principles of OCAP (Ownership, Control, Access and Possession); specifically, that First Nations control data collection processes in their communities, and own, protect

and control how their information is used. These rights are fundamentally tied to self-determination and to the preservation and development of their culture.

- t) "Province," for the purposes of this Schedule A, means the Ministries of Children and Family Development, Education and Health.
- u) "Second Order EDI Data Analysis" refers to exploratory analysis of EDI data that answers questions arising from basic descriptive analyses of the EDI data.
- v) "Wave" means a province wide data collection period that includes every geographic school district in the province at least once.

## 2. COMMUNICATION PROTOCOL

- 2.01 Communication regarding the administration of this Agreement (e.g., contract management, funding, additional research requirements, and negotiations) between HELP and the Province must flow through the Province's Contract Manager and the Contract Manager (Contractor).
- 2.02 Communication regarding the content of this Agreement (e.g., content of reports, communication regarding research, inquiries/requests related to existing deliverables etc.) between HELP and the Province must flow through the Contract Manager (Province) and the HELP Content Manager.
- 2.03 Any issues pertaining to any part of this agreement raised by either the Province or HELP must be directed through the Contract Manager (Province) or the Contract Manager (Contractor) or HELP's Content Manager(s). Issues raised by either party will be responded to within five business days of receipt unless otherwise mutually agreed upon.

Province Contract Manager: Executive Director or Designate, Early Years, CYSN, and Autism Policy  
Ministry of Children and Family Development  
Mailing Address: PO Box 9778 Stn Prov Govt  
Victoria, B.C. V8W 9S5  
Physical (Courier) Address: 2nd Floor – 777 Broughton Street  
Victoria, B.C. V8W 1E3  
Email: Aleksandra.Stevanovic@gov.bc.ca  
Phone: 250-387-1828  
Fax: 250-356-0399

HELP Contract Manager:  
Address: Pippa Rowcliffe, Deputy Director  
HELP, School of Population and Public Health  
440 - 2206 East Mall  
Vancouver, B.C. V6T 1Z3  
Email: pippa.rowcliffe@ubc.ca  
Phone: 604-827-5797  
Fax: 604-822-0640

HELP Content Manager:  
Address: Pippa Rowcliffe, Deputy Director  
HELP, School of Population and Public Health  
440 - 2206 East Mall  
Vancouver, B.C. V6T 1Z3  
Email: [pippa.rowcliffe@ubc.ca](mailto:pippa.rowcliffe@ubc.ca)  
Phone: 604-827-5797  
Fax: 604-822-0640

### **3. TERM OF AGREEMENT**

- 3.01 The term of the agreement is from April 1, 2016 to March 31, 2019.
- 3.02 HELP and the Province will meet no later than October 15 of each year to determine the budget and deliverables for future years, and to determine whether the Province is prepared to agree to a modification to this Agreement.

### **4. EDI DATA IMPLEMENTATION AND COLLECTION**

- 4.01 HELP will administer the EDI in British Columbia school districts, independent schools (as defined by the *Independent School Act*), and federally and/or provincially funded First Nations schools based on a three year wave of province-wide data collection. The 2016/17 collection is the first year of the current wave of data collection cycle. Participation will be based on the number of kindergarten students registered. Small districts (less than 100 students) will participate annually; medium sized (100 to 300 students) will participate in two of the three years of the cycle; and large districts (more than 300 students) will participate only once in a three year cycle. Specifically, HELP will:
- a. Facilitate the participation of school districts, independent schools and First Nations schools in the three year EDI data collection cycle to ensure province-wide results can be reported at all levels of geography;
  - b. Ensure data are complete, ready for analysis, and linkable to other individual data sources, including Personal Education Numbers;
  - c. Facilitate the administration of EDI through support, training and capacity building activities with school districts, First Nations schools and independent schools; and
  - d. Implement a regular evaluation process with school districts, First Nations schools and independent schools to evaluate EDI implementation process and make revisions as needed for future implementations.
- 4.02 Perform EDI Training activities to ensure standardization in the completion of the EDI by teachers around the province, as follows:
- a. Maintain a trainers' network of both community- and school-based trainers (in each of BC's 59 school districts) who act as supporting representatives of HELP to teachers, school district staff and communities (e.g. local trainers support kindergarten teacher training, provide presentations of local research results, and field questions from local communities about the work of HELP);
  - b. Provide web-based and on-line training for all school districts, independent schools and First Nations schools. This will include the participation of both school-based and community-based trainers;
  - c. Provide ongoing guidance and oversight to trainers until the EDI training is completed;
  - d. Provide compensation to school districts for the teachers' release time to complete the surveys and to participate in the training sessions;
  - e. Maintain a teacher, community and stakeholder on-line platform for timely access to all materials required for EDI implementation; and
  - f. Maintain a parent web-page with specific focus on questions and materials relevant to parents whose children are currently included in the EDI project.

### **5. MDI DATA IMPLEMENTATION AND COLLECTION**

- 5.01 HELP will administer the MDI-4 and MDI-7 in a number of British Columbia school districts, independent schools (as defined by the *Independent School Act*) and federally and/or provincially funded First Nations

schools. A maximum budget amount of \$40,000.00 is available to subsidize the costs of implementing the MDI with the schools electing to participate.

- 5.02 Participating school districts/schools will provide the primary funding for these activities with a subsidy provided through this agreement. Activities supported by this funding include:
- a. Facilitate the participation of a limited number of school districts, independent schools and First Nations schools in MDI data collection cycle;
  - b. Ensure data are complete, ready for analysis, and linkable to other individual data sources, including Personal Education Numbers; and
  - c. Facilitate the administration of MDI through support and capacity building activities with school districts, First Nations schools and independent schools. These activities include, but are not limited to:
    - i. Completion and interpretation of Information Sharing Agreements;
    - ii. Provision of documents and follow-up explanations of ethics and parental consent requirements;
    - iii. Technical support for uploading databases and accessing the MDI portal;
    - iv. Provide information (Frequently Asked Questions) for participating schools to use in interpreting the project to children, parents, teachers and stakeholders; and
    - v. Host annual web-based conferences with participating school districts, First Nations schools and independent schools to evaluate MDI implementation process and make revisions as needed for future implementation.
- 5.03 Perform MDI Training activities to ensure standardization in the completion of the MDI by participating teachers, as follows:
- a. Provide web-based and on-line training to participating school districts. This will be available to all teachers administering the MDI;
  - b. Maintain a teacher, community and stakeholder website for timely access to all materials required for MDI implementation;
  - c. Maintain a parent web-page with specific focus on questions and materials relevant to parents whose children are currently included in the MDI project; and
  - d. Maintain a trainers' network, consisting of both community- and school-based trainers (in participating school districts) who act as supporting representatives of HELP to teachers, school district staff, parents and communities. (The aim will be to integrate the EDI and MDI networks).

## **6. DATA ANALYSIS**

- 6.01 HELP will receive and house all data collected in a secure data facility which complies with all requirements of privacy legislation. Activities will include:
- a. Ensure a systematic and comprehensive approach to maintaining data quality and cleaning data for further analyses;
  - b. Provide publically simple descriptive statistics and summary data tables of EDI and MDI results;
  - c. Provide a statistical model for understanding meaningful difference in results from one collection to the next and to understand meaningful difference between geographic units and to use this model to collaborate with the province on setting targets for performance measures; and
  - d. Conduct second order analyses into how the data are influenced by family, neighborhood and school based factors (e.g. gender differences, teacher differences, demographic changes, community context, language group differences, etc.), cross-sectional statistical analyses at the neighbourhood and school levels using EDI/MDI and socio-economic status (SES) data.

## 7. POLICY CONSULTATION

- 7.01 Under the direction of the Tri-Ministry committee, HELP will provide consultation and support to the implementation of the BC Early Years Strategy and other relevant provincial policy initiatives. This may include consultation and support to both provincial representatives and to community stakeholders. Activities will include:
- a. Consultation and support from HELP's Deputy Director and HELP faculty;
  - b. Consultation and discussion to deepen the understanding of components of the Early Years strategy (e.g. characteristics of effective early childhood coordination and integration);
  - c. Regular meetings and workshops with the Tri-Ministry committee and other government personnel, and HELP representatives to inform and support other policy initiatives.
- 7.02 Regular support to the Early Years Office with respect to the development and on-going implementation of a three-year evaluation plan and process over fiscal years 2015/16, 2016/17, and 2017/18 for the Early Years Centre component of the Provincial Early Years Strategy. This will include:
- a. Collaborative planning with the Provincial Office for the Early Years and the Early Years Centres on the adaptation of an emerging theory of change that guides the initiative and connects the work of the Early Years Centres together in a single rubric;
  - b. Creation of concepts and rubrics that can support the Early Years Centres, using evaluative thinking to improve their collaborative approaches and service integration process;
  - c. On-going document review and analysis of written materials including:
    - i. Updates from the Provincial Office for the Early Years;
    - ii. Proposals and reports from Early Years Centres test site proposals; and
    - iii. Additional relevant literature (i.e. related to other Early Years Centres and evaluation approaches);
  - d. On-going development and adaptation of data collection tools, materials and processes including but not limited to:
    - i. A key interview questionnaire and guide;
    - ii. A benchmark and monitoring questionnaire;
    - iii. A series of in-depth on-site studies of a selection of Early Years Centre sites will be conducted each year – selections will be made by the Early Years Office and the Human Early Partnership jointly; and
    - iv. Support to the Early Years Office and Early Years Centres in the creation and use of local data capture tools that gather information on the impact of the Early Years Centres on children and families;
  - e. Annual implementation of evaluation tools and processes, according to a detailed plan developed collaboratively with the Early Years Office;
  - f. Data entry and cleaning;
  - g. Report writing and in-person reporting. This will include:
    - i. Regular updates on lessons learned and impacts to the Early Years Office at least twice a fiscal year;
    - ii. A detailed report documenting findings at the end of each fiscal year, with a final report being drafted and submitted no later than June 30, 2018; and
    - iii. Support for the preparation of public reports and briefs as agreed to by the Early Years Office and HELP;

- h. Support to the Early Years Office in communicating results from the evaluation and building capacity in communities for collaboration and service integration including:
  - i. Inclusion of on-going results of the evaluation into regular HELP presentations and workshops;
  - ii. Presentations at conferences and forums; and
  - iii. Hosting webinars for Early Years Centres and a broader audience to communicate lessons learned.
- i. Early Years Centres Evaluation Case Study plan and timeline:
  - i. **Objectives:** to gather community-based information about ways the BC Early Years Centres (EYC) are used as tools over time to support the development of a comprehensive, coordinated interagency system for early years services. Specifically, the case studies will be used to obtain in-depth information from selected communities over a 2- to 3-year period about the current and developing system with respect to:
    - a. Objective 1: Approaches to service coordination/integration, and
    - b. Objective 2: Expected and achieved outcomes of the coordinated/integrated interagency service system model from community service planner, provider, and parent/caregiver perspectives.
  - ii. **Method:** data will be collected in four BC communities beginning in spring 2016, with follow-up data collection occurring in spring 2017, and spring 2018.
    - a. *Community sites:* For spring 2016 data collection, four sites will be selected based on the following:
      - i. Geographic variation, with attention to involving sites that differ in region and mix of urban/suburban and rural characteristics;
      - ii. Population diversity, with varying population size and socioeconomic status, and one or more sites characterized by some ethnic and cultural heterogeneity;
      - iii. Presence of a current or developing interagency system for early years services (based on previous data collection, observation/insights from EYO);
      - iv. Opportunities for gathering context-rich information that will promote learning/understanding about the diversity of approaches in BC for developing a comprehensive, coordinated interagency system for early years services; and
      - v. Sites proposed for the case study and to be confirmed with EYO input include Fort St. John, Sunshine Coast, Delta and Kamloops.
    - b. *Participants:* Three groups of participants will be involved in each community:
      - i. Early Years Partners who have actively contributed to the development of the community's system for early years services. Active members would include those individuals who have attended at least one in-person meeting in the past year to plan and develop the community's service system model for early years services (e.g., early years table members);
      - ii. Service providers who over the last year have engaged in the delivery of programs or services offered by the interagency system for early years services under the umbrella of the EYC; and
      - iii. Parents/caregivers who within the last year have participated in programs or services offered by the interagency system for early years services.
    - c. *Data collection:* To meet case study objectives, identified EYC partners from each community will
      - i. Participate in one individual, semi-structured, in-person interview with HELP research team members that will cover the following topics:
        - 1. Statement of philosophy, values undergirding service coordination, and desired/achieved outcomes;

2. Interagency agreements;
  3. Funding of service coordination;
  4. Broad structure for service delivery in which service coordination takes place; and
  5. Service coordination monitoring.
- ii. Complete an online survey focused on structures, processes, and outcomes of working together. To further address Objective 2, identified EYC service providers and parents/caregivers in each community will participate in focus groups to share experiences and perspectives of the current service delivery system for the early years.
  - iii. A minimum of two focus groups will occur in each community. Potentially one focus group will be with up to 12 service providers (or the individual interview as noted in #1); another focus group will occur with up to 12 parents/caregivers who have participated in services or programs offered by the interagency system for early years services.
- d. *Timeframes for data collection:*
    - i. Spring Fiscal 2016/17: Time 1 data collection in four EYC community sites; and
    - ii. Spring Fiscal 2017/18: Time 3 follow-up data collection in four EYC case study sites.
  - e. *Year Three Final Evaluation:*
    - i. Building on the existing 4 case studies research the positive and negative qualities of different service delivery structures in terms of how they influence service access and use for families and particularly the referral process - with particular focus on understanding the balance of; universal and targeted services, non-early years related services, referral pathways offered by partners and the relationship between partners to articulate how referrals for families happen to other non-related early years services.
    - ii. Using focus group, interviews with service providers and/or parents - Identify the adaptations/changes to service delivery structures that facilitate and improve the referral processes. This may also require listing both the early years services involved as well as the non-early years services within each of the four communities as it will help translate how the services are connecting.
    - iii. Communication of Findings 2017:
      1. Final Report to the Office (from the last year as you have provided annual reports)
      2. Executive summary of the third year findings from the 4 EYC sites
      3. Brief summary email to each of the early years centres which includes their individual baseline survey findings (excluding the Aboriginal Early Years Centres) which will include the executive summary of case studies – and suggested learnings/strategies for their consideration.

## 8. PROVINCIAL ACCESS TO DATA

- 8.01 HELP will provide, subject to the adherence to all privacy legislation and UBC ethics guidelines, access to individual-level data and support to the Province in the use of this data. Activities will include:
- a. Provide access to all individual-level EDI data collected beginning in 2014/15 and for subsequent years. This access will be guided by an Information Sharing Agreement (ISA), signed in 2015, for the purposes of program evaluation and planning. Access will be consistent with relevant federal and provincial legislation governing data sharing;
  - b. HELP will work closely with the partners Ministries to ensure that there are process for governing and decision-making related to the ISA;
  - c. Provide neighbourhood level shape files used by HELP to be adapted by the Province for their use; and



- d. Explore the feasibility and value of sharing individual-level MDI data.
- 8.02 HELP will assist the Province in understanding and using EDI data. Activities will include:
- a. Provide a current EDI data dictionary with updated data descriptions;
  - b. Collaborate, once data are shared, with the Province on annually designing and delivering a training process including but not limited to the technical aspects of how to interpret, construct, calculate, aggregate, analyze; and
  - c. Identify a contact for the province to act as technical liaison and respond to all methodological questions.

## 9. ABORIGINAL DATA COLLECTION AND RESEARCH COLLABORATIONS

- 9.01 HELP will continue to collaborate with Aboriginal communities, leaders, and organizations to ensure that the research furthers the use and relevance of the data and information for Aboriginal communities, children and families. All research activities undertaken with respect to Aboriginal children will be consistent with the principles of Ownership, Control, Access and Possession (OCAP), in collaboration with the community-based Aboriginal Steering Committee. Aboriginal data collection and research collaboration activities performed by HELP will include, but are not limited to:
- a. Collection, analysis and dissemination of EDI information for all Aboriginal children within the public school system in BC and, where possible, within First Nations schools;
  - b. Development of strategies and approaches to facilitating EDI implementation in First Nations schools;
  - c. Provision of Aboriginal-specific community and school level reports to school districts, under the auspices of the local Aboriginal Education Councils or First Nations Chiefs and Council, and to participating First Nations schools. Reports will include recent findings with interpretive and contextual information specific to increasing the understanding of Aboriginal children's development;
  - d. Presentations and workshops by HELP's Aboriginal Community Liaison Co-ordinator to assist in interpretation and use of results;
  - e. Development of knowledge mobilization/communications material that is specific for Aboriginal communities and organizations;
  - f. Interdisciplinary research projects with UBC and other researchers, using EDI and other HELP data, to provide additional insights into the development of aboriginal children;
  - g. Collaboration with Aboriginal, provincial and community organizations on how to use results to support planning and improve services. A list of consulted Aboriginal agencies, organizations, etc. will be provided to the Province by HELP upon request; and
  - h. Collaboration with the Province and the First Nations Education Steering Committee in addressing the recommendations that emerged from the independent assessment of potential bias in the design and implementation of the EDI with respect to Aboriginal children.

## 10. PRIVACY

- 10.01 HELP is responsible for ensuring that all research, analysis and activities conducted under this Agreement will remain compliant with all aspects of the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165 and *Personal Information Protection Act*, S.B.C. 2003, c. 65.

## 11. REPORTING AND KNOWLEDGE MOBILIZATION

- 11.01 HELP is committed to ensuring that its research is used in practical ways to improve the lives of children: "putting research into action". We will continue to engage in a diversity of knowledge mobilization (KM) and community engagement strategies to ensure that our research and the findings from the data we gather

are used to inform policy development, program planning, and community action. Using an iterative KM framework, our strategies will focus on promoting a broad understanding of children's developmental trajectories over time. Activities will include:

- a. Synthesis of EDI data to highlight key findings and generation of basic summary data tables at Provincial, Health Authority, School District, Local Health Authority, MCFD service delivery areas, school and neighbourhood levels;
- b. Creation of maps and visuals (e.g., graphs, tables, charts, infographics) that increase the usability and understanding of data for communities, school districts, health authorities, special populations and government stakeholders;
- c. Design and publication of a variety of interpretive materials to support use of research and data by users:
  - i. Plain language reports, that include maps, visuals, interpretation of results and suggested activities for local stakeholders;
  - ii. Tools (publications, PowerPoint slides) to facilitate the presentation and use of research findings by communities and organizations;
  - iii. Policy and research briefs, the summarize key findings and their implications for program and policy development;
  - iv. Videos of lead HELP researchers speaking to recent findings that can be accessed online;
- d. Continued implementation of a broad based engagement strategy that will include:
  - i. Regular presentations to communities and organizations, in-person and by webinar, featuring HELP's faculty and staff to assist in interpretation and use of results;
  - ii. Co-design and co-facilitation of webinars, workshops, planning processes with organizations using HELP data to tailor the information to their specific needs;
  - iii. Annual research expositions and regional workshops/forums/roadshows that bring together communities to discuss results and share resources;
  - iv. Enhancement of the skill and expertise of community trainers through web-based learning opportunities and written resources enabling them to give presentations within their own communities;
  - v. Education and training for health authorities, school districts and MCFD regional staff in the use of results through regional level reports, web-based access to maps and summaries, regular presentations by and workshops with HELP's faculty, research associates and staff; and
  - vi. Meetings with the existing network of local intersectoral ECD coalitions throughout the Province to facilitate the use of community maps in planning and policy, in communities and regions across BC. HELP will provide the Province with a list of community networks/coalitions that are consulted, and with training, upon request;
- e. Maintenance and on-going development of a high quality, multi-faceted and interactive web portal to provide comprehensive access to HELP's research activities, data, and findings. This portal will also provide links to emerging early child development research from across Canada and internationally. It will ensure public access to all aggregate level results (including neighbourhood, school district, MOH LHA, HSDA, and HA, MCFD regional, SDA and LSA, and provincial); and
- f. On-going maintenance of HELP's capacity to act as a focal point and repository for early child development research:
  - i. Monthly HELP research seminars, bringing together researchers and students from across UBC, and community partners; and

- ii. Monthly reviews of the latest ECD publications from HELP researchers and its extended research network.

## **12. RESEARCH AND COLLABORATION**

- 12.01 HELP may assist with research issues at an additional cost, as outlined in Schedule B. Activities may include the following:
- a. Support for the emergence and implementation of new child development monitoring tools and specifically the Childhood Experiences Questionnaire and the Toddler Development Instrument;
  - b. Assist with ad-hoc research issues identified by the Province related to EDI at an additional cost as outlined in Schedule B. HELP must provide the Province with a written estimate of any ad-hoc research prior to commencement of that research; and
  - c. Collaborate with the Province to identify and conduct any other research analyses or studies at an additional cost as outlined in Schedule B to the satisfaction of the Province. The Province must approve in writing any additional work and costs in advance of any such work being undertaken.

### 13. REPORTING REQUIREMENTS

#### REPORTING TIMELINE

13.01 HELP will provide an annual report to the Province.

#### REPORTING CONTENT

13.02 The semi-annual reports referred to in paragraph 12.01 will include (but are not limited to) summaries of the following topics/areas of research:

- a. **EDI and MDI Implementation Activities** (outlined in sections 4 and 5), which include, but are not limited to:
  - i. Itemized list of School Districts and schools surveyed;
  - ii. Number of students surveyed; and
  - iii. Number of teachers participating.
- b. **Data Analysis Activities** (outlined in section 6) which include, but are not limited to:
  - i. A summary of the most recent findings from the EDI and MDI including interpretation and implications for program and policy development (annually only, to be included with the October 31<sup>st</sup> report);
  - ii. Hyperlinks or electronic copies of aggregate data tables and maps of EDI results and socio-demographic data at the:
    - a. Neighborhood level;
    - b. MEd School District level;
    - c. MOH HA, LHA, and HSDA level;
    - d. MCFD Regional, SDA, and LSA level;
    - e. Provincial level (only at the completion of a two year wave, annual provincial updates, for internal government use, for the 1<sup>st</sup> year of a two year wave); and
    - f. Any other unit of analysis identified as pertinent by either HELP or the Province.
  - iii. Summary of presentations/workshops given by HELP staff and faculty with respect to EDI and MDI findings;
  - iv. Annual provincial summary of EDI results including the 5 scales and EDI themed clusters (where the 1<sup>st</sup> year summary of a two year wave will be for internal government use only).
- c. **Aboriginal Data Collection and Research Collaborations** (outlined in section 9), which include, but are not limited to:
  - i. Listing Aboriginal provincial and community organizations involved in consultations;
  - ii. Summaries of Aboriginal Steering Committee activities;
  - iii. Summaries of community presentations/workshops given by HELP staff or Aboriginal Steering Committee members;
  - iv. Provincial, MCFD SDA and LSA, MoH HSDA and LHA, Health Authorities, neighbourhood, and school district level vulnerability rates for Aboriginal children in BC based on all available data;
  - v. Number of Aboriginal children participating in the EDI;
  - vi. Number of First Nations schools participating in the EDI; and

- vii. Listing of those First Nation schools with which HELP had discussions concerning participation, but which did not participate.
- d. **Reporting and Knowledge Mobilization Activities** (outlined in section 11), which include, but are not limited to:
  - i. Summary of Knowledge Mobilization activities for reporting period and as available copies and links to relevant materials.

#### **GENERAL REPORTING REQUIREMENTS**

- 13.03 HELP will conduct the following general reporting activities, which will include, but are not limited to:
- a. Providing recommendations upon request to the Province regarding ECD resources and allocations to address gaps in services based on current research findings;
  - b. Preparing and conducting ad hoc presentations upon request, to the Province, including Cabinet, Deputy Ministers and executive staff, regarding HELP's research activities and findings, with a focus on how research can be used to influence policy;
  - c. Conducting semi-annual policy research meetings within 45 days of submitting reports (outlined in paragraph 12.01 on pages 16-17) with the Province to present and discuss upcoming policy needs, and opportunities and challenges for integration with EDI data;
  - d. Notifying the Province 45 days in advance of research announcements or public presentations of the research or other work related to EDI and other Provincial ECD programs to provide the opportunity for Provincial participation; and
  - e. Any other general reporting activities identified by the Province and agreed to by HELP.



**BRITISH  
COLUMBIA**

Ministry of Children  
and Family Development

## Modification Agreement

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

### BETWEEN

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

represented by Minister of Children and Family Development

(the "Province")

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

### AND

The University of British Columbia

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

A. The parties entered into an agreement number XLR206911 and dated July 1, 2012, (the "Agreement").

B. The parties have agreed to modify the Agreement effective May 23, 2017

### AGREEMENT

The parties agree as follows:

1. Replace existing Schedule A with the attached.
2. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the 30 day of MAY 2017

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

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

Brett Sharp  
2017.05.25  
14:47:43 -07'00'

Name  
Aleksandra Stevanovic

Name  
Brett Sharp

Title  
Executive Director, CYSN, Autism & EX Policy

Title  
Associate Director, UILO

DISTRIBUTION: COPY 1 - FINANCIAL SERVICES DIVISION

COPY 2 - CONTRACTOR

COPY 3 - ORIGINATING OFFICE

## SCHEDULE A—RESEARCH PROJECT AND TERM

### 1. ADDITIONAL DEFINITIONS

- a) “Aboriginal Community Liaison” means the HELP staff position responsible for supporting processes in the development and implementation of a research agenda, conducted by HELP, about the cultural and social determinants of Aboriginal children’s development in British Columbia.
- b) “Aboriginal Steering Committee” means a group of individuals of Aboriginal ancestry (First Nations – Status, Non-Status, on-reserve, off-reserve – Inuit and Métis peoples) who meet regularly to ensure HELP research activities are respectful of and beneficial to Aboriginal children, families and communities. HELP facilitates the activities of this group.
- c) “Community Trainers’ Network” means a network of members of the ECD community in each of BC’s school districts who work with HELP in the dissemination and interpretation of data.
- d) “Content Manager (Contractor)” means the person designated by HELP to manage the University’s research obligations under this Agreement.
- e) “Contract Manager (Contractor)” means the person designated by HELP to manage the University’s financial and legal obligations under this Agreement.
- f) “Contract Manager (Province)” means the person designated by the Province to manage the Province’s rights and obligations under this Agreement.
- g) “Data Dictionary” means a complete list of fields with field position number, field name, field type (for example, character, numeric, date) and length, a description of the field in plain English (e.g. description of dummy variables, treatment of missing and/or unknown records, specific date formats (e.g. YY/MM/DD, YY/DD/MM, etc), in two formats: 1) listed by ascending field position number; and 2) listed alphabetically by field name.
- h) “ECD” means early child development.
- i) “EDI” means Early Development Instrument.
- j) “EDI Mapping” means the production, by HELP’s Knowledge Translation Team of a range of maps, and data infographics that show EDI data, community assets and socio-economic data.
- k) “EDI Scales” means the five aspects of children’s development which the EDI questions are grouped into: 1) Physical health and well-being; 2) Social competence; 3) Emotional maturity; 4) Language and cognitive development; and 5) Communication skills and general knowledge.
- l) “EDI subscales” means the groupings of developmentally related items of the EDI used to provide more detailed analysis on specific aspects of children’s development measured by the EDI.
- m) “HELP” means the Human Early Learning Partnership (HELP) which is a collaborative, interdisciplinary research Institute at the University of British Columbia that contributes to new knowledge in child development toward optimizing child development wellbeing and outcomes.
- n) “Linked Data” means the linkage of EDI data to other data gathered by HELP using population monitoring tools (such as the MDI) or linkage of EDI data to administrative data sets, whether health or education.
- o) “MCFD” means B.C. Provincial Ministry of Children & Family Development.
- p) “MDI” means the Middle Development Instrument.
- q) “MEd” means B.C. Provincial Ministry of Education.
- r) “MOH” means B.C. Provincial Ministry of Health.
- s) “OCAP” means the First Nations Principles of OCAP (Ownership, Control, Access and Possession); specifically, that First Nations control data collection processes in their communities, and own, protect

and control how their information is used. These rights are fundamentally tied to self-determination and to the preservation and development of their culture.

- t) “Province,” for the purposes of this Schedule A, means the Ministries of Children and Family Development, Education and Health.
- u) “Second Order EDI Data Analysis” refers to exploratory analysis of EDI data that answers questions arising from basic descriptive analyses of the EDI data.
- v) “Wave” means a province wide data collection period that includes every geographic school district in the province at least once.

## 2. COMMUNICATION PROTOCOL

- 2.01 Communication regarding the administration of this Agreement (e.g., contract management, funding, additional research requirements, and negotiations) between HELP and the Province must flow through the Province’s Contract Manager and the Contract Manager (Contractor).
- 2.02 Communication regarding the content of this Agreement (e.g., content of reports, communication regarding research, inquiries/requests related to existing deliverables etc.) between HELP and the Province must flow through the Contract Manager (Province) and the HELP Content Manager.
- 2.03 Any issues pertaining to any part of this agreement raised by either the Province or HELP must be directed through the Contract Manager (Province) or the Contract Manager (Contractor) or HELP’s Content Manager(s). Issues raised by either party will be responded to within five business days of receipt unless otherwise mutually agreed upon.

Province Contract Manager: Executive Director or Designate, Early Years, CYSN, and Autism Policy  
 Mailing Address: Ministry of Children and Family Development  
 PO Box 9778 Stn Prov Govt  
 Victoria, B.C. V8W 9S5

Physical (Courier) Address: 2nd Floor – 777 Broughton Street  
 Victoria, B.C. V8W 1E3  
 Email: Aleksandra.Stevanovic@gov.bc.ca  
 Phone: 250-387-1828  
 Fax: 250-356-0399

HELP Contract Manager:  
 Address: Pippa Rowcliffe, Deputy Director  
 HELP, School of Population and Public Health  
 440 - 2206 East Mall  
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 Phone: 604-827-5797  
 Fax: 604-822-0640

HELP Content Manager:  
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 HELP, School of Population and Public Health  
 440 - 2206 East Mall  
 Vancouver, B.C. V6T 1Z3  
 Email: [pippa.rowcliffe@ubc.ca](mailto:pippa.rowcliffe@ubc.ca)  
 Phone: 604-827-5797  
 Fax: 604-822-0640



### **3. TERM OF AGREEMENT**

- 3.01 The term of the agreement is from April 1, 2016 to March 31, 2019.
- 3.02 HELP and the Province will meet no later than October 15 of each year to determine the budget and deliverables for future years, and to determine whether the Province is prepared to agree to a modification to this Agreement.

### **4. EDI DATA IMPLEMENTATION AND COLLECTION**

- 4.01 HELP will administer the EDI in British Columbia school districts, independent schools (as defined by the *Independent School Act*), and federally and/or provincially funded First Nations schools based on a three year wave of province-wide data collection. The 2016/17 collection is the first year of the current wave of data collection cycle. Participation will be based on the number of kindergarten students registered. Small districts (less than 100 students) will participate annually; medium sized (100 to 300 students) will participate in two of the three years of the cycle; and large districts (more than 300 students) will participate only once in a three year cycle. Specifically, HELP will:
- a. Facilitate the participation of school districts, independent schools and First Nations schools in the three year EDI data collection cycle to ensure province-wide results can be reported at all levels of geography;
  - b. Ensure data are complete, ready for analysis, and linkable to other individual data sources, including Personal Education Numbers;
  - c. Facilitate the administration of EDI through support, training and capacity building activities with school districts, First Nations schools and independent schools; and
  - d. Implement a regular evaluation process with school districts, First Nations schools and independent schools to evaluate EDI implementation process and make revisions as needed for future implementations.
- 4.02 Perform EDI Training activities to ensure standardization in the completion of the EDI by teachers around the province, as follows:
- a. Maintain a trainers' network of both community- and school-based trainers (in each of BC's 59 school districts) who act as supporting representatives of HELP to teachers, school district staff and communities (e.g. local trainers support kindergarten teacher training, provide presentations of local research results, and field questions from local communities about the work of HELP);
  - b. Provide web-based and on-line training for all school districts, independent schools and First Nations schools. This will include the participation of both school-based and community-based trainers;
  - c. Provide ongoing guidance and oversight to trainers until the EDI training is completed;
  - d. Provide compensation to school districts for the teachers' release time to complete the surveys and to participate in the training sessions;
  - e. Maintain a teacher, community and stakeholder on-line platform for timely access to all materials required for EDI implementation; and
  - f. Maintain a parent web-page with specific focus on questions and materials relevant to parents whose children are currently included in the EDI project.

### **5. MDI DATA IMPLEMENTATION AND COLLECTION**

- 5.01 HELP will administer the MDI-4 and MDI-7 in a number of British Columbia school districts, independent schools (as defined by the *Independent School Act*) and federally and/or provincially funded First Nations

schools. A maximum budget amount of \$40,000.00 is available to subsidize the costs of implementing the MDI with the schools electing to participate.

- 5.02 Participating school districts/schools will provide the primary funding for these activities with a subsidy provided through this agreement. Activities supported by this funding include:
- a. Facilitate the participation of a limited number of school districts, independent schools and First Nations schools in MDI data collection cycle;
  - b. Ensure data are complete, ready for analysis, and linkable to other individual data sources, including Personal Education Numbers; and
  - c. Facilitate the administration of MDI through support and capacity building activities with school districts, First Nations schools and independent schools. These activities include, but are not limited to:
    - i. Completion and interpretation of Information Sharing Agreements;
    - ii. Provision of documents and follow-up explanations of ethics and parental consent requirements;
    - iii. Technical support for uploading databases and accessing the MDI portal;
    - iv. Provide information (Frequently Asked Questions) for participating schools to use in interpreting the project to children, parents, teachers and stakeholders; and
    - v. Host annual web-based conferences with participating school districts, First Nations schools and independent schools to evaluate MDI implementation process and make revisions as needed for future implementation.
- 5.03 Perform MDI Training activities to ensure standardization in the completion of the MDI by participating teachers, as follows:
- a. Provide web-based and on-line training to participating school districts. This will be available to all teachers administering the MDI;
  - b. Maintain a teacher, community and stakeholder website for timely access to all materials required for MDI implementation;
  - c. Maintain a parent web-page with specific focus on questions and materials relevant to parents whose children are currently included in the MDI project; and
  - d. Maintain a trainers' network, consisting of both community- and school-based trainers (in participating school districts) who act as supporting representatives of HELP to teachers, school district staff, parents and communities. (The aim will be to integrate the EDI and MDI networks).

## 6. DATA ANALYSIS

- 6.01 HELP will receive and house all data collected in a secure data facility which complies with all requirements of privacy legislation. Activities will include:
- a. Ensure a systematic and comprehensive approach to maintaining data quality and cleaning data for further analyses;
  - b. Provide publically simple descriptive statistics and summary data tables of EDI and MDI results;
  - c. Provide a statistical model for understanding meaningful difference in results from one collection to the next and to understand meaningful difference between geographic units and to use this model to collaborate with the province on setting targets for performance measures; and
  - d. Conduct second order analyses into how the data are influenced by family, neighborhood and school based factors (e.g. gender differences, teacher differences, demographic changes, community context, language group differences, etc.), cross-sectional statistical analyses at the neighbourhood and school levels using EDI/MDI and socio-economic status (SES) data.

## 7. POLICY CONSULTATION

- 7.01 Under the direction of the Tri-Ministry committee, HELP will provide consultation and support to the implementation of the BC Early Years Strategy and other relevant provincial policy initiatives. This may include consultation and support to both provincial representatives and to community stakeholders. Activities will include:
- a. Consultation and support from HELP's Deputy Director and HELP faculty;
  - b. Consultation and discussion to deepen the understanding of components of the Early Years strategy (e.g. characteristics of effective early childhood coordination and integration);
  - c. Regular meetings and workshops with the Tri-Ministry committee and other government personnel, and HELP representatives to inform and support other policy initiatives.
- 7.02 Regular support to the Early Years Office with respect to the development and on-going implementation of a three-year evaluation plan and process over fiscal years 2015/16, 2016/17, and 2017/18 for the Early Years Centre component of the Provincial Early Years Strategy. This will include:
- a. Collaborative planning with the Provincial Office for the Early Years and the Early Years Centres on the adaptation of an emerging theory of change that guides the initiative and connects the work of the Early Years Centres together in a single rubric;
  - b. Creation of concepts and rubrics that can support the Early Years Centres, using evaluative thinking to improve their collaborative approaches and service integration process;
  - c. On-going document review and analysis of written materials including:
    - i. Updates from the Provincial Office for the Early Years;
    - ii. Proposals and reports from Early Years Centres test site proposals; and
    - iii. Additional relevant literature (i.e. related to other Early Years Centres and evaluation approaches);
  - d. On-going development and adaptation of data collection tools, materials and processes including but not limited to:
    - i. A key interview questionnaire and guide;
    - ii. A benchmark and monitoring questionnaire;
    - iii. A series of in-depth on-site studies of a selection of Early Years Centre sites will be conducted each year – selections will be made by the Early Years Office and the Human Early Partnership jointly; and
    - iv. Support to the Early Years Office and Early Years Centres in the creation and use of local data capture tools that gather information on the impact of the Early Years Centres on children and families;
  - e. Annual implementation of evaluation tools and processes, according to a detailed plan developed collaboratively with the Early Years Office;
  - f. Data entry and cleaning;
  - g. Report writing and in-person reporting. This will include:
    - i. Regular updates on lessons learned and impacts to the Early Years Office at least twice a fiscal year;
    - ii. A detailed report documenting findings at the end of each fiscal year, with a final report being drafted and submitted no later than June 30, 2018; and
    - iii. Support for the preparation of public reports and briefs as agreed to by the Early Years Office and HELP;

- h. Support to the Early Years Office in communicating results from the evaluation and building capacity in communities for collaboration and service integration including:
  - i. Inclusion of on-going results of the evaluation into regular HELP presentations and workshops;
  - ii. Presentations at conferences and forums; and
  - iii. Hosting webinars for Early Years Centres and a broader audience to communicate lessons learned.
- i. Early Years Centres Evaluation Case Study plan and timeline:
  - i. **Objectives:** to gather community-based information about ways the BC Early Years Centres (EYC) are used as tools over time to support the development of a comprehensive, coordinated interagency system for early years services. Specifically, the case studies will be used to obtain in-depth information from selected communities over a 2- to 3-year period about the current and developing system with respect to:
    - a. Objective 1: Approaches to service coordination/integration, and
    - b. Objective 2: Expected and achieved outcomes of the coordinated/integrated interagency service system model from community service planner, provider, and parent/caregiver perspectives.
  - ii. **Method:** data will be collected in four BC communities beginning in spring 2016, with follow-up data collection occurring in spring 2017, and spring 2018.
    - a. *Community sites:* For spring 2016 data collection, four sites will be selected based on the following:
      - i. Geographic variation, with attention to involving sites that differ in region and mix of urban/suburban and rural characteristics;
      - ii. Population diversity, with varying population size and socioeconomic status, and one or more sites characterized by some ethnic and cultural heterogeneity;
      - iii. Presence of a current or developing interagency system for early years services (based on previous data collection, observation/insights from EYO);
      - iv. Opportunities for gathering context-rich information that will promote learning/understanding about the diversity of approaches in BC for developing a comprehensive, coordinated interagency system for early years services; and
      - v. Sites proposed for the case study and to be confirmed with EYO input include Fort St. John, Sunshine Coast, Delta and Kamloops.
    - b. *Participants:* Three groups of participants will be involved in each community:
      - i. Early Years Partners who have actively contributed to the development of the community's system for early years services. Active members would include those individuals who have attended at least one in-person meeting in the past year to plan and develop the community's service system model for early years services (e.g., early years table members);
      - ii. Service providers who over the last year have engaged in the delivery of programs or services offered by the interagency system for early years services under the umbrella of the EYC; and
      - iii. Parents/caregivers who within the last year have participated in programs or services offered by the interagency system for early years services.
    - c. *Data collection:* To meet case study objectives, identified EYC partners from each community will
      - i. Participate in one individual, semi-structured, in-person interview with HELP research team members that will cover the following topics:
        1. Statement of philosophy, values undergirding service coordination, and desired/achieved outcomes;

2. Interagency agreements;
  3. Funding of service coordination;
  4. Broad structure for service delivery in which service coordination takes place; and
  5. Service coordination monitoring.
- ii. Complete an online survey focused on structures, processes, and outcomes of working together. To further address Objective 2, identified EYC service providers and parents/caregivers in each community will participate in focus groups to share experiences and perspectives of the current service delivery system for the early years.
  - iii. A minimum of two focus groups will occur in each community. Potentially one focus group will be with up to 12 service providers (or the individual interview as noted in #1); another focus group will occur with up to 12 parents/caregivers who have participated in services or programs offered by the interagency system for early years services.
- d. *Timeframes for data collection:*
    - i. Spring Fiscal 2016/17: Time 1 data collection in four EYC community sites; and
    - ii. Spring Fiscal 2017/18: Time 3 follow-up data collection in four EYC case study sites.
  - e. *Year Three Final Evaluation:*
    - i. Building on the existing 4 case studies research the positive and negative qualities of different service delivery structures in terms of how they influence service access and use for families and particularly the referral process - with particular focus on understanding the balance of; universal and targeted services, non-early years related services, referral pathways offered by partners and the relationship between partners to articulate how referrals for families happen to other non-related early years services.
    - ii. Using focus group, interviews with service providers and/or parents - Identify the adaptations/changes to service delivery structures that facilitate and improve the referral processes. This may also require listing both the early years services involved as well as the non-early years services within each of the four communities as it will help translate how the services are connecting.
    - iii. Communication of Findings 2017:
      1. Final Report to the Office (from the last year as you have provided annual reports)
      2. Executive summary of the third year findings from the 4 EYC sites
      3. Brief summary email to each of the early years centres which includes their individual baseline survey findings (excluding the Aboriginal Early Years Centres) which will include the executive summary of case studies – and suggested learnings/strategies for their consideration.

## 8. PROVINCIAL ACCESS TO DATA

- 8.01 HELP will provide, subject to the adherence to all privacy legislation and UBC ethics guidelines, access to individual-level data and support to the Province in the use of this data. Activities will include:
- a. Provide access to all individual-level EDI data collected beginning in 2014/15 and for subsequent years. This access will be guided by an Information Sharing Agreement (ISA), signed in 2015, for the purposes of program evaluation and planning. Access will be consistent with relevant federal and provincial legislation governing data sharing;
  - b. HELP will work closely with the partners Ministries to ensure that there are process for governing and decision-making related to the ISA;
  - c. Provide neighbourhood level shape files used by HELP to be adapted by the Province for their use; and

- d. Explore the feasibility and value of sharing individual-level MDI data.
- 8.02 HELP will assist the Province in understanding and using EDI data. Activities will include:
- a. Provide a current EDI data dictionary with updated data descriptions;
  - b. Collaborate, once data are shared, with the Province on annually designing and delivering a training process including but not limited to the technical aspects of how to interpret, construct, calculate, aggregate, analyze; and
  - c. Identify a contact for the province to act as technical liaison and respond to all methodological questions.

## 9. ABORIGINAL DATA COLLECTION AND RESEARCH COLLABORATIONS

- 9.01 HELP will continue to collaborate with Aboriginal communities, leaders, and organizations to ensure that the research furthers the use and relevance of the data and information for Aboriginal communities, children and families. All research activities undertaken with respect to Aboriginal children will be consistent with the principles of Ownership, Control, Access and Possession (OCAP), in collaboration with the community-based Aboriginal Steering Committee. Aboriginal data collection and research collaboration activities performed by HELP will include, but are not limited to:
- a. Collection, analysis and dissemination of EDI information for all Aboriginal children within the public school system in BC and, where possible, within First Nations schools;
  - b. Development of strategies and approaches to facilitating EDI implementation in First Nations schools;
  - c. Provision of Aboriginal-specific community and school level reports to school districts, under the auspices of the local Aboriginal Education Councils or First Nations Chiefs and Council, and to participating First Nations schools. Reports will include recent findings with interpretive and contextual information specific to increasing the understanding of Aboriginal children's development;
  - d. Presentations and workshops by HELP's Aboriginal Community Liaison Co-ordinator to assist in interpretation and use of results;
  - e. Development of knowledge mobilization/communications material that is specific for Aboriginal communities and organizations;
  - f. Interdisciplinary research projects with UBC and other researchers, using EDI and other HELP data, to provide additional insights into the development of aboriginal children;
  - g. Collaboration with Aboriginal, provincial and community organizations on how to use results to support planning and improve services. A list of consulted Aboriginal agencies, organizations, etc. will be provided to the Province by HELP upon request; and
  - h. Collaboration with the Province and the First Nations Education Steering Committee in addressing the recommendations that emerged from the independent assessment of potential bias in the design and implementation of the EDI with respect to Aboriginal children.

## 10. PRIVACY

- 10.01 HELP is responsible for ensuring that all research, analysis and activities conducted under this Agreement will remain compliant with all aspects of the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165 and *Personal Information Protection Act*, S.B.C. 2003, c. 65.

## 11. REPORTING AND KNOWLEDGE MOBILIZATION

- 11.01 HELP is committed to ensuring that its research is used in practical ways to improve the lives of children: "putting research into action". We will continue to engage in a diversity of knowledge mobilization (KM) and community engagement strategies to ensure that our research and the findings from the data we gather



are used to inform policy development, program planning, and community action. Using an iterative KM framework, our strategies will focus on promoting a broad understanding of children's developmental trajectories over time. Activities will include:

- a. Synthesis of EDI data to highlight key findings and generation of basic summary data tables at Provincial, Health Authority, School District, Local Health Authority, MCFD service delivery areas, school and neighbourhood levels;
- b. Creation of maps and visuals (e.g., graphs, tables, charts, infographics) that increase the usability and understanding of data for communities, school districts, health authorities, special populations and government stakeholders;
- c. Design and publication of a variety of interpretive materials to support use of research and data by users:
  - i. Plain language reports, that include maps, visuals, interpretation of results and suggested activities for local stakeholders;
  - ii. Tools (publications, PowerPoint slides) to facilitate the presentation and use of research findings by communities and organizations;
  - iii. Policy and research briefs, the summarize key findings and their implications for program and policy development;
  - iv. Videos of lead HELP researchers speaking to recent findings that can be accessed online;
- d. Continued implementation of a broad based engagement strategy that will include:
  - i. Regular presentations to communities and organizations, in-person and by webinar, featuring HELP's faculty and staff to assist in interpretation and use of results;
  - ii. Co-design and co-facilitation of webinars, workshops, planning processes with organizations using HELP data to tailor the information to their specific needs;
  - iii. Annual research expositions and regional workshops/forums/roadshows that bring together communities to discuss results and share resources;
  - iv. Enhancement of the skill and expertise of community trainers through web-based learning opportunities and written resources enabling them to give presentations within their own communities;
  - v. Education and training for health authorities, school districts and MCFD regional staff in the use of results through regional level reports, web-based access to maps and summaries, regular presentations by and workshops with HELP's faculty, research associates and staff; and
  - vi. Meetings with the existing network of local intersectoral ECD coalitions throughout the Province to facilitate the use of community maps in planning and policy, in communities and regions across BC. HELP will provide the Province with a list of community networks/coalitions that are consulted, and with training, upon request;
- e. Maintenance and on-going development of a high quality, multi-faceted and interactive web portal to provide comprehensive access to HELP's research activities, data, and findings. This portal will also provide links to emerging early child development research from across Canada and internationally. It will ensure public access to all aggregate level results (including neighbourhood, school district, MOH LHA, HSDA, and HA, MCFD regional, SDA and LSA, and provincial); and
- f. On-going maintenance of HELP's capacity to act as a focal point and repository for early child development research:
  - i. Monthly HELP research seminars, bringing together researchers and students from across UBC, and community partners; and

- ii. Monthly reviews of the latest ECD publications from HELP researchers and its extended research network.

## **12. RESEARCH AND COLLABORATION**

- 12.01 HELP may assist with research issues at an additional cost, as outlined in Schedule B. Activities may include the following:
- a. Support for the emergence and implementation of new child development monitoring tools and specifically the Childhood Experiences Questionnaire and the Toddler Development Instrument;
  - b. Assist with ad-hoc research issues identified by the Province related to EDI at an additional cost as outlined in Schedule B. HELP must provide the Province with a written estimate of any ad-hoc research prior to commencement of that research; and
  - c. Collaborate with the Province to identify and conduct any other research analyses or studies at an additional cost as outlined in Schedule B to the satisfaction of the Province. The Province must approve in writing any additional work and costs in advance of any such work being undertaken.



### 13. REPORTING REQUIREMENTS

#### REPORTING TIMELINE

13.01 HELP will provide an annual report to the Province.

#### REPORTING CONTENT

13.02 The semi-annual reports referred to in paragraph 12.01 will include (but are not limited to) summaries of the following topics/areas of research:

- a. **EDI and MDI Implementation Activities** (outlined in sections 4 and 5), which include, but are not limited to:
  - i. Itemized list of School Districts and schools surveyed;
  - ii. Number of students surveyed; and
  - iii. Number of teachers participating.
- b. **Data Analysis Activities** (outlined in section 6) which include, but are not limited to:
  - i. A summary of the most recent findings from the EDI and MDI including interpretation and implications for program and policy development (annually only, to be included with the October 31<sup>st</sup> report);
  - ii. Hyperlinks or electronic copies of aggregate data tables and maps of EDI results and socio-demographic data at the:
    - a. Neighborhood level;
    - b. MEd School District level;
    - c. MOH HA, LHA, and HSDA level;
    - d. MCFD Regional, SDA, and LSA level;
    - e. Provincial level (only at the completion of a two year wave, annual provincial updates, for internal government use, for the 1<sup>st</sup> year of a two year wave); and
    - f. Any other unit of analysis identified as pertinent by either HELP or the Province.
  - iii. Summary of presentations/workshops given by HELP staff and faculty with respect to EDI and MDI findings;
  - iv. Annual provincial summary of EDI results including the 5 scales and EDI themed clusters (where the 1<sup>st</sup> year summary of a two year wave will be for internal government use only).
- c. **Aboriginal Data Collection and Research Collaborations** (outlined in section 9), which include, but are not limited to:
  - i. Listing Aboriginal provincial and community organizations involved in consultations;
  - ii. Summaries of Aboriginal Steering Committee activities;
  - iii. Summaries of community presentations/workshops given by HELP staff or Aboriginal Steering Committee members;
  - iv. Provincial, MCFD SDA and LSA, MoH HSDA and LHA, Health Authorities, neighbourhood, and school district level vulnerability rates for Aboriginal children in BC based on all available data;
  - v. Number of Aboriginal children participating in the EDI;
  - vi. Number of First Nations schools participating in the EDI; and

- vii. Listing of those First Nation schools with which HELP had discussions concerning participation, but which did not participate.
- d. **Reporting and Knowledge Mobilization Activities** (outlined in section 11), which include, but are not limited to:
  - i. Summary of Knowledge Mobilization activities for reporting period and as available copies and links to relevant materials.

#### **GENERAL REPORTING REQUIREMENTS**

- 13.03 HELP will conduct the following general reporting activities, which will include, but are not limited to:
- a. Providing recommendations upon request to the Province regarding ECD resources and allocations to address gaps in services based on current research findings;
  - b. Preparing and conducting ad hoc presentations upon request, to the Province, including Cabinet, Deputy Ministers and executive staff, regarding HELP's research activities and findings, with a focus on how research can be used to influence policy;
  - c. Conducting semi-annual policy research meetings within 45 days of submitting reports (outlined in paragraph 12.01 on pages 16-17) with the Province to present and discuss upcoming policy needs, and opportunities and challenges for integration with EDI data;
  - d. Notifying the Province 45 days in advance of research announcements or public presentations of the research or other work related to EDI and other Provincial ECD programs to provide the opportunity for Provincial participation; and
  - e. Any other general reporting activities identified by the Province and agreed to by HELP.

# **Memorandum of Understanding**

between  
the Ministry of Education (MEd)  
and  
the Ministry of Healthy Living and Sport (MHLS)  
and  
the Ministry for Children and Family Development (MCFD)  
regarding  
The Human Early Learning Partnership (HELP) Transfer Under Agreement  
(Fiscal 2010/11)

## **Preamble**

WHEREAS MCFD solely funded the Human Early Learning Partnership Agreement (the Agreement) prior to fiscal 2008/09;

WHEREAS, the MEd and MHLS entered as cost-sharing partners to the Agreement in fiscals 2008/09 and 2009/10, and would like to remain as cost-sharing partners for the 2010/11 Agreement;

WHEREAS, the MEd and MHLS agree MCFD will remain the Contract Manager for the 2010/11 Agreement;

AND WHEREAS this Memorandum of Understanding will provide the framework for communication, issues management and cost-sharing arrangements regarding the 2010/11 Agreement.

## **THE PARTIES AGREE AS FOLLOWS:**

The purposes of this Memorandum of Understanding are:

- a) To establish roles, responsibilities and accountabilities for the administration and management of the one-year (2010/11) HELP Agreement;
- b) To establish MEd and MHLS funding levels for the HELP Agreement;
- c) To establish the cost recovery process for MEd and MHLS portions of the HELP Agreement; and
- d) To recognize that all Ministries agree, in good faith, to make their best efforts in the securing of funds to support the 2010/11 HELP agreement through Government decision making processes.

## **1.0 Definitions:**

In this Memorandum of Understanding:

- a) “HELP” means the Human Early Learning Partnership, a collaborative, interdisciplinary coalition of five British Columbia universities, (UBC [the Point Grey and Okanagan campuses] UVic, UNBC, SFU, and Thompson River University) linking over 200 faculty, researchers, and graduate students and conducting research to support educators, policy-makers, parents, and experts as well as other community partners in their work to improve early childhood development services in the province;
- b) “EDI” means the Early Development Instrument, a research tool implemented annually by HELP that assesses the state of children’s development in kindergarten, and is completed by kindergarten teachers, in partnership with B.C.’s School Districts, Band Schools and independent schools;
- c) “Province” means the Ministries of Children and Family Development, Healthy Living and Sport, and Education;
- d) “Agreement” means the fiscal 2010/11 Transfer Under Agreement between the Province and HELP; and
- e) “Agreement Term” means the term of the HELP Agreement, commencing on April 1, 2010, and expiring on Mar.31, 2011.

## **2.0 Transfer Details (see Appendix for further information)**

- a) The total amount of MEd’s contribution to the 2010/11 HELP Agreement is \$666,000. The MEd contribution will be directed toward the annual implementation of EDI;
- b) MCFD will journal voucher MEd for 25 per cent of the total annual amount referred to in Schedule B 2 (a) quarterly each year of the Agreement Term on June 30, September 30, December 31, and March 31;
- c) The total amount of the MHLS contribution to the 2010/11 HELP Agreement is \$260,000. The MHLS contribution will be directed toward the annual implementation of EDI;
- d) MCFD will journal voucher MHLS for 25 per cent of the total annual amount referred to in Schedule B 2 (c) quarterly each year of the Agreement Term on June 30, September 30, December 31, and March 31;
- e) If MEd or MHLS request any ad hoc and/or additional research not covered under the deliverables outlined under the Schedule A of the Agreement, MCFD will journal voucher MEd and/or MHLS after receipt of any invoices for the ad hoc and/or additional research from HELP; and
- f) Transfer details outlined in this Memorandum of Understanding are subject to Government’s funding approval.

### **3.0 Partner Ministry Roles and Responsibilities**

**All ministries** agree to:

- a) Use EDI and other relevant research information in planning and managing their programs and services related to children;
- b) Notify partner ministries of any potential issues or disputes with HELP pertaining directly or indirectly to the contribution agreement; and
- c) Collaborate on issues pertaining to the Agreement, and share information through MCFD's Senior Director, Research, Evaluation and Quality Assurance; MHLS' Executive Director, Women's Healthy Living Secretariat; and MEd's Director, Early Learning.

**MCFD** agrees to:

- d) Act as the Contract Manager for the HELP Agreement;
- e) Contribute \$1.9<sup>1</sup> million for the HELP Agreement Term;
- f) Coordinate inter-ministry payments as outlined under section 2.0 of this document and coordinate the combined quarterly payments to HELP as outlined in the Agreement's Schedule B;
- g) Act as the first point of contact between the Province and HELP regarding research agreement deliverables;
- h) Distribute incoming reports, presentations and summaries prepared by HELP to MEd and MHLS representatives; and
- i) Facilitate resolution of any issues arising from MCFD programs and services relating to the Agreement with HELP.

**MEd** agrees to:

- j) Contribute the full amounts outlined in section 2.0 (a) of this document, towards the annual implementation of the EDI, and;
- k) Facilitate resolution of any issues arising from School Districts and education services relating to the Agreement with HELP.

**MHLS** agrees to:

- l) Contribute the full amounts outlined in section 2.0 (c), towards the annual implementation of EDI, and;
- m) Facilitate resolution of any issues arising from Health Authority services relating to the Agreement with HELP.

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<sup>1</sup> Actual budget is \$1,886,500

#### **4.0 Issue Resolution**

- a) Wherever possible, issues arising between the ministries with respect to the Agreement will be resolved at the program level;
- b) Wherever section 4 (a) is not workable, resolution will be attempted by MCFD's Senior Director, Research, Evaluation and Quality Assurance, MHLS' Executive Director, Women's Healthy Living Secretariat and MEd's Director, Early Learning;
- c) Wherever sections 4 (a) and (b) are not workable, the issues will be referred to the Assistant Deputy Ministers responsible for resolution.

#### **5.0 Effective Date and Term of this Memorandum of Understanding**

- a) This Memorandum of Understanding is effective April 1st, 2010 until the HELP Agreement expiry on March 31st, 2011; and
- b) This Memorandum of Understanding may be amended by the written agreement of the signatories or their designates.

\_\_\_\_\_  
Assistant Deputy Minister, MCFD

\_\_\_\_\_  
Assistant Deputy Minister, MEd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assistant Deputy Minister, MHLS

\_\_\_\_\_  
Date

**Appendix to the Memorandum of Understanding Regarding the Human  
Early Learning Partnership (HELP) Transfer Under Agreement  
(Fiscal 2010/11)**

**Summary of Payments/Journal Vouchers over the Agreement Term:**

Payment/Journal Voucher Schedule	Ministry Funding (\$ millions)			
	MCFD	MEd	MHLS	All Ministries
30-Jun-10	\$ 0.475	\$ 0.167	\$ 0.065	\$ 0.707
30-Sep-10	\$ 0.475	\$ 0.167	\$ 0.065	\$ 0.707
31-Dec-10	\$ 0.475	\$ 0.167	\$ 0.065	\$ 0.707
31-Mar-11	\$ 0.475	\$ 0.167	\$ 0.065	\$ 0.707
<b>Total</b>	<b>\$ 1.900</b>	<b>\$ 0.666</b>	<b>\$ 0.260</b>	<b>\$ 2.826</b>

## **Memorandum of Understanding**

between  
the Ministry of Education (MEd)  
and  
the Ministry of Health (MOH)  
and  
the Ministry for Children and Family Development (MCFD)  
regarding  
The Human Early Learning Partnership (HELP) Transfer Under Agreement  
(Fiscal 2016/17)

### **Preamble**

WHEREAS MCFD solely funded the Human Early Learning Partnership Agreement (the Agreement) prior to fiscal 2008/09;

WHEREAS, the MEd and MOH entered as cost-sharing partners to the Agreement in fiscals 2008/09, 2009/10, 2010/11, 2011/12, 2012/13, 2013/14, 2014/15, and 2015/16 and would like to remain as cost-sharing partners for the 2016/17 Agreement;

WHEREAS, the MEd and MOH agree MCFD will remain the Contract Manager for the 2016/17 Agreement; and,

AND WHEREAS this Memorandum of Understanding will provide the framework for communication, issues management and cost-sharing arrangements regarding the 2016/17 Agreement.

### **THE PARTIES AGREE AS FOLLOWS:**

The purposes of this Memorandum of Understanding are:

- a) To establish roles, responsibilities and accountabilities for the administration and management of the 2016/17 HELP Agreement;
- b) To establish MEd and MOH funding levels for the HELP Agreement; and,
- c) To establish the cost recovery process for MEd and MOH portions of the HELP Agreement.



## **1.0 Definitions**

In this Memorandum of Understanding:

- a) "HELP" means the Human Early Learning Partnership, a collaborative, interdisciplinary research institute linking faculty, researchers, and graduate students and conducting research to support educators, policy-makers, parents, and experts as well as other community partners in their work to improve early childhood development services in the province;
- b) "EDI" means the Early Development Instrument, a research tool implemented annually by HELP that assesses the state of children's development in kindergarten, and is completed by kindergarten teachers, in partnership with B.C.'s School Districts, Band Schools and independent schools;
- c) "Province" means the Ministries of Children and Family Development, Health, and Education;
- d) "Agreement" means the fiscal 2016/17 Transfer Under Agreement between the Province and HELP; and,
- e) "Agreement Term" means the term of the HELP Agreement, commencing on April 1, 2016, and expiring on March 31, 2019.

## **2.0 Transfer Details (see Appendix for further information)**

- a) The total amount of MEd's contribution to the 2016/17 HELP Agreement is \$400,000. The MEd contribution will be directed toward the annual implementation of EDI;
- b) MCFD will journal voucher MEd for the total amount of their contribution on or before September 30, 2016;
- c) The total amount of the MOH contribution to the 2016/17 HELP Agreement is \$260,000;
- d) MCFD will journal voucher MOH for the total amount of their contribution on or before September 30, 2016;
- e) If MEd or MOH request any ad hoc and/or additional research not covered under the deliverables outlined under the Schedule A of the Agreement, MCFD will journal voucher MEd and/or MOH after receipt of any invoices for the ad hoc and/or additional research from HELP; and,
- f) Transfer details outlined in this Memorandum of Understanding are subject to Government's funding approval.

## **3.0 Partner Ministry Roles and Responsibilities**

All ministries agree to:

- a) Use EDI and other relevant research information in planning and managing their programs and services related to children;

- b) Notify partner ministries of any potential issues or disputes with HELP pertaining directly or indirectly to the contribution agreement; and,
- c) Collaborate on issues pertaining to the Agreement, and share information through MCFD's Executive Director, Children and Youth with Special Needs, Autism, and Early Years Policy; MOH's Director, Women's and Maternal Health, Population and Public Health; and MEd's Director, Learning Supports and Early Years.

**MCFD agrees to:**

- d) Act as the Contract Manager for the HELP Agreement;
- e) Contribute \$1.9 million for the 2016/17 fiscal year;
- f) Coordinate inter-ministry payments as outlined under section 2.0 of this document and coordinate the combined quarterly payments to HELP as outlined in the Agreement's Schedule B;
- g) Act as the first point of contact between the Province and HELP regarding research agreement deliverables;
- h) Distribute incoming reports, presentations and summaries prepared by HELP to MEd and MOH representatives; and,
- i) Facilitate resolution of any issues arising from MCFD programs and services relating to the Agreement with HELP.

**MEd agrees to:**

- j) Contribute the total amount outlined in section 2.0 (a) of this document, towards the annual implementation of the EDI, and,
- k) Facilitate resolution of any issues arising from School Districts and education services relating to the Agreement with HELP.

**MOH agrees to:**

- l) Contribute the total amount outlined in section 2.0 (c), towards the annual implementation of EDI, and,
- m) Facilitate resolution of any issues arising from Health Authority services relating to the Agreement with HELP.

**4.0 Issue Resolution**

- a) Wherever possible, issues arising between the ministries with respect to the Agreement will be resolved at the program level;
- b) Wherever section 4 (a) is not workable, resolution will be attempted by MCFD's Executive Director, Children and Youth with Special Needs, Autism, and Early Years Policy, MOH's Director, Women's and Maternal Health,

Population and Public Health; and MEd's Director, Learning Supports and Early Years; and,

- c) Wherever sections 4 (a) and (b) are not workable, the issues will be referred to the Assistant Deputy Ministers responsible for resolution.

**5.0 Effective Date and Term of this Memorandum of Understanding**

- a) This Memorandum of Understanding is effective April 1st, 2016 until the HELP Agreement expiry on March 31st, 2017; and,  
b) This Memorandum of Understanding may be amended by the written agreement of the signatories or their designates.

  
Assistant Deputy Minister, MCFD

April 22, 2016  
Date

  
Assistant Deputy Minister, MEd

\_\_\_\_\_  
Date

  
Assistant Deputy Minister, MOH

August 25, 2016  
Date

**Appendix to the Memorandum of Understanding Regarding the Human  
Early Learning Partnership (HELP) Transfer Under Agreement  
(Fiscal 2016/17)**

**Summary of Payments/Journal Voucher over the Agreement Term:**

<b>Payment Schedule</b>	<b>MCFD Payment to HELP</b>	<b>Recovery from MED On/before Sept. 30/16</b>	<b>Recovery from MOH On/before Sept. 30/16</b>	<b>MCFD Contribution</b>
30-Jun-16	\$640,000			
30-Sep-16	\$640,000			
31-Dec-16	\$640,000			
31-Mar-17	\$640,000			
<b>FY 16/17 Total</b>	<b>\$2,560,000</b>	<b>\$400,000</b>	<b>\$260,000</b>	<b>\$1,900,000</b>

## **SCHEDULE A—RESEARCH PROJECT AND TERM**

### **1. ADDITIONAL DEFINITIONS**

- a) “Aboriginal Community Liaison” means the HELP staff position responsible for supporting processes in the development and implementation of a research agenda, conducted by HELP, about the cultural and social determinants of Aboriginal children’s development in British Columbia.
- b) “Aboriginal Steering Committee” means a group of individuals of Aboriginal ancestry (First Nations – Status, Non-Status, on-reserve, off-reserve – Inuit and Métis peoples) who meet regularly to ensure HELP research activities are respectful of and beneficial to Aboriginal children, families and communities. HELP facilitates the activities of this group.
- c) “Community Trainers’ Network” means a network of members of the ECD community in each of BC’s school districts who work with HELP in the dissemination and interpretation of data.
- d) “Content Manager (Contractor)” means the person designated by HELP to manage the University’s research obligations under this Agreement.
- e) “Contract Manager (Contractor)” means the person designated by HELP to manage the University’s financial and legal obligations under this Agreement.
- f) “Contract Manager (Province)” means the person designated by the Province to manage the Province’s rights and obligations under this Agreement.
- g) “Data Dictionary” means a complete list of fields with field position number, field name, field type (for example, character, numeric, date) and length, a description of the field in plain English (e.g. description of dummy variables, treatment of missing and/or unknown records, specific date formats (e.g. YY/MM/DD, YY/DD/MM, etc), in two formats: 1) listed by ascending field position number; and 2) listed alphabetically by field name.
- h) “ECD” means early child development.
- i) “EDI” means Early Development Instrument.
- j) “EDI Mapping” means the production, by HELP’s Knowledge Translation Team of a range of maps, and data infographics that show EDI data, community assets and socio-economic data.
- k) “EDI Scales” means the five aspects of children’s development which the EDI questions are grouped into: 1) Physical health and well-being; 2) Social competence; 3) Emotional maturity; 4) Language and cognitive development; and 5) Communication skills and general knowledge.
- l) “EDI subscales” means the groupings of developmentally related items of the EDI used to provide more detailed analysis on specific aspects of children’s development measured by the EDI.
- m) “HELP” means the Human Early Learning Partnership (HELP) which is a collaborative, interdisciplinary research Institute at the University of British Columbia that contributes to new knowledge in child development toward optimizing child development wellbeing and outcomes.
- n) “Linked Data” means the linkage of EDI data to other data gathered by HELP using population monitoring tools (such as the MDI) or linkage of EDI data to administrative data sets, whether health or education.
- o) “MCFD” means B.C. Provincial Ministry of Children & Family Development.
- p) “MDI” means the Middle Development Instrument.
- q) “MED” means B.C. Provincial Ministry of Education.
- r) “MOH” means B.C. Provincial Ministry of Health.
- s) “OCAP” means the First Nations Principles of OCAP (Ownership, Control, Access and Possession); specifically, that First Nations control data collection processes in their communities, and own, protect

- and control how their information is used. These rights are fundamentally tied to self-determination and to the preservation and development of their culture.
- t) “Province,” for the purposes of this Schedule A, means the Ministries of Children and Family Development, Education and Health.
  - u) “Second Order EDI Data Analysis” refers to exploratory analysis of EDI data that answers questions arising from basic descriptive analyses of the EDI data.
  - v) “Wave” means a province wide data collection period that includes every geographic school district in the province at least once.

## 2. COMMUNICATION PROTOCOL

- 2.01 Communication regarding the administration of this Agreement (e.g., contract management, funding, additional research requirements, and negotiations) between HELP and the Province must flow through the Province’s Contract Manager and the Contract Manager (Contractor).
- 2.02 Communication regarding the content of this Agreement (e.g., content of reports, communication regarding research, inquiries/requests related to existing deliverables etc.) between HELP and the Province must flow through the Contract Manager (Province) and the HELP Content Manager.
- 2.03 Any issues pertaining to any part of this agreement raised by either the Province or HELP must be directed through the Contract Manager (Province) or the Contract Manager (Contractor) or HELP’s Content Manager(s). Issues raised by either party will be responded to within five business days of receipt unless otherwise mutually agreed upon.

Province Contract Manager: Executive Director or Designate, Early Years, CYSN, and Autism Policy  
Ministry of Children and Family Development  
Mailing Address: PO Box 9778 Stn Prov Govt  
Victoria, B.C. V8W 9S5

Physical (Courier) Address: 2nd Floor – 777 Broughton Street  
Victoria, B.C. V8W 1E3  
Email: Aleksandra.Stevanovic@gov.bc.ca  
Phone: 250-387-1828  
Fax: 250-356-0399

HELP Contract Manager: Pippa Rowcliffe, Deputy Director  
Address: HELP, School of Population and Public Health  
440 - 2206 East Mall  
Vancouver, B.C. V6T 1Z3  
Email: pippa.rowcliffe@ubc.ca  
Phone: 604-827-5797  
Fax: 604-822-0640

HELP Content Manager: Pippa Rowcliffe, Deputy Director  
Address: HELP, School of Population and Public Health  
440 - 2206 East Mall  
Vancouver, B.C. V6T 1Z3  
Email: [pippa.rowcliffe@ubc.ca](mailto:pippa.rowcliffe@ubc.ca)  
Phone: 604-827-5797  
Fax: 604-822-0640

### **3. TERM OF AGREEMENT**

- 3.01 The term of the agreement is from April 1, 2016 to March 31, 2019.
- 3.02 HELP and the Province will meet no later than October 15 of each year to determine the budget and deliverables for future years, and to determine whether the Province is prepared to agree to a modification to this Agreement.

### **4. EDI DATA IMPLEMENTATION AND COLLECTION**

- 4.01 HELP will administer the EDI in British Columbia school districts, independent schools (as defined by the *Independent School Act*), and federally and/or provincially funded First Nations schools based on a three year wave of province-wide data collection. The 2016/17 collection is the first year of the current wave of data collection cycle. Participation will be based on the number of kindergarten students registered. Small districts (less than 100 students) will participate annually; medium sized (100 to 300 students) will participate in two of the three years of the cycle; and large districts (more than 300 students) will participate only once in a three year cycle. Specifically, HELP will:
  - a. Facilitate the participation of school districts, independent schools and First Nations schools in the three year EDI data collection cycle to ensure province-wide results can be reported at all levels of geography;
  - b. Ensure data are complete, ready for analysis, and linkable to other individual data sources, including Personal Education Numbers;
  - c. Facilitate the administration of EDI through support, training and capacity building activities with school districts, First Nations schools and independent schools; and
  - d. Implement a regular evaluation process with school districts, First Nations schools and independent schools to evaluate EDI implementation process and make revisions as needed for future implementations.
- 4.02 Perform EDI Training activities to ensure standardization in the completion of the EDI by teachers around the province, as follows:
  - a. Maintain a trainers' network of both community- and school-based trainers (in each of BC's 59 school districts) who act as supporting representatives of HELP to teachers, school district staff and communities (e.g. local trainers support kindergarten teacher training, provide presentations of local research results, and field questions from local communities about the work of HELP);
  - b. Provide web-based and on-line training for all school districts, independent schools and First Nations schools. This will include the participation of both school-based and community-based trainers;
  - c. Provide ongoing guidance and oversight to trainers until the EDI training is completed;
  - d. Provide compensation to school districts for the teachers' release time to complete the surveys and to participate in the training sessions;
  - e. Maintain a teacher, community and stakeholder on-line platform for timely access to all materials required for EDI implementation; and
  - f. Maintain a parent web-page with specific focus on questions and materials relevant to parents whose children are currently included in the EDI project.

### **5. MDI DATA IMPLEMENTATION AND COLLECTION**

- 5.01 HELP will administer the MDI-4 and MDI-7 in a number of British Columbia school districts, independent schools (as defined by the *Independent School Act*) and federally and/or provincially funded First Nations

schools. A maximum budget amount of \$40,000.00 is available to subsidize the costs of implementing the MDI with the schools electing to participate.

- 5.02 Participating school districts/schools will provide the primary funding for these activities with a subsidy provided through this agreement. Activities supported by this funding include:
- a. Facilitate the participation of a limited number of school districts, independent schools and First Nations schools in MDI data collection cycle;
  - b. Ensure data are complete, ready for analysis, and linkable to other individual data sources, including Personal Education Numbers; and
  - c. Facilitate the administration of MDI through support and capacity building activities with school districts, First Nations schools and independent schools. These activities include, but are not limited to:
    - i. Completion and interpretation of Information Sharing Agreements;
    - ii. Provision of documents and follow-up explanations of ethics and parental consent requirements;
    - iii. Technical support for uploading databases and accessing the MDI portal;
    - iv. Provide information (Frequently Asked Questions) for participating schools to use in interpreting the project to children, parents, teachers and stakeholders; and
    - v. Host annual web-based conferences with participating school districts, First Nations schools and independent schools to evaluate MDI implementation process and make revisions as needed for future implementation.
- 5.03 Perform MDI Training activities to ensure standardization in the completion of the MDI by participating teachers, as follows:
- a. Provide web-based and on-line training to participating school districts. This will be available to all teachers administering the MDI;
  - b. Maintain a teacher, community and stakeholder website for timely access to all materials required for MDI implementation;
  - c. Maintain a parent web-page with specific focus on questions and materials relevant to parents whose children are currently included in the MDI project; and
  - d. Maintain a trainers' network, consisting of both community- and school-based trainers (in participating school districts) who act as supporting representatives of HELP to teachers, school district staff, parents and communities. (The aim will be to integrate the EDI and MDI networks).

## **6. DATA ANALYSIS**

- 6.01 HELP will receive and house all data collected in a secure data facility which complies with all requirements of privacy legislation. Activities will include:
- a. Ensure a systematic and comprehensive approach to maintaining data quality and cleaning data for further analyses;
  - b. Provide publically simple descriptive statistics and summary data tables of EDI and MDI results;
  - c. Provide a statistical model for understanding meaningful difference in results from one collection to the next and to understand meaningful difference between geographic units and to use this model to collaborate with the province on setting targets for performance measures; and
  - d. Conduct second order analyses into how the data are influenced by family, neighborhood and school based factors (e.g. gender differences, teacher differences, demographic changes, community context, language group differences, etc.), cross-sectional statistical analyses at the neighbourhood and school levels using EDI/MDI and socio-economic status (SES) data.



## 7. POLICY CONSULTATION

- 7.01 Under the direction of the Tri-Ministry committee, HELP will provide consultation and support to the implementation of the BC Early Years Strategy and other relevant provincial policy initiatives. This may include consultation and support to both provincial representatives and to community stakeholders. Activities will include:
- a. Consultation and support from HELP's Deputy Director and HELP faculty;
  - b. Consultation and discussion to deepen the understanding of components of the Early Years strategy (e.g. characteristics of effective early childhood coordination and integration);
  - c. Regular meetings and workshops with the Tri-Ministry committee and other government personnel, and HELP representatives to inform and support other policy initiatives.
- 7.02 Regular support to the Early Years Office with respect to the development and on-going implementation of a three-year evaluation plan and process for the Early Years Centre component of the Provincial Early Years Strategy. This will include:
- a. Collaborative planning with the Provincial Office for the Early Years and the Early Years Centres on the adaptation of an emerging theory of change that guides the initiative and connects the work of the Early Years Centres together in a single rubric;
  - b. Creation of concepts and rubrics that can support the Early Years Centres, using evaluative thinking to improve their collaborative approaches and service integration process;
  - c. On-going document review and analysis of written materials including:
    - i. Adaptations to the Early Years Strategy;
    - ii. Updates from the Provincial Office for the Early Years;
    - iii. Proposals and reports from Early Years Centres test site proposals; and
    - iv. Additional relevant literature (i.e. related to other Early Years Centres and evaluation approaches);
  - d. On-going development and adaptation of data collection tools, materials and processes including but not limited to:
    - i. A key interview questionnaire and guide;
    - ii. A benchmark and monitoring questionnaire;
    - iii. A series of in-depth on-site studies of a selection of Early Years Centre sites will be conducted each year – selections will be made by the Early Years Office and the Human Early Partnership jointly; and
    - iv. Support to the Early Years Office and Early Years Centres in the creation and use of local data capture tools that gather information on the impact of the Early Years Centres on children and families;
  - e. Annual implementation of evaluation tools and processes, according to a detailed plan developed collaboratively with the Early Years Office;
  - f. Data entry and cleaning;
  - g. Report writing and in-person reporting. This will include:
    - i. Regular updates on lessons learned and impacts to the Early Years Office at least twice a year;
    - ii. A detailed report documenting findings at the end of each year; and
    - iii. Support for the preparation of public reports and briefs as agreed to by the Early Years Office and HELP;

- h. Support to the Early Years Office in communicating results from the evaluation and building capacity in communities for collaboration and service integration including:
  - i. Inclusion of on-going results of the evaluation into regular HELP presentations and workshops;
  - ii. Presentations at conferences and forums; and
  - iii. Hosting webinars for Early Years Centres and a broader audience to communicate lessons learned.

## **8. PROVINCIAL ACCESS TO DATA**

- 8.01 HELP will provide, subject to the adherence to all privacy legislation and UBC ethics guidelines, access to individual-level data and support to the Province in the use of this data. Activities will include:
  - a. Provide access to all individual-level EDI data collected beginning in 2014/15 and for subsequent years. This access will be guided by an Information Sharing Agreement (ISA), signed in 2015, for the purposes of program evaluation and planning. Access will be consistent with relevant federal and provincial legislation governing data sharing;
  - b. HELP will work closely with the partners Ministries to ensure that there are process for governing and decision-making related to the ISA;
  - c. Provide neighbourhood level shape files used by HELP to be adapted by the Province for their use; and
  - d. Explore the feasibility and value of sharing individual-level MDI data.
- 8.02 HELP will assist the Province in understanding and using EDI data. Activities will include:
  - a. Provide a current EDI data dictionary with updated data descriptions;
  - b. Collaborate, once data are shared, with the Province on annually designing and delivering a training process including but not limited to the technical aspects of how to interpret, construct, calculate, aggregate, analyze; and
  - c. Identify a contact for the province to act as technical liaison and respond to all methodological questions.

## **9. ABORIGINAL DATA COLLECTION AND RESEARCH COLLABORATIONS**

- 9.01 HELP will continue to collaborate with Aboriginal communities, leaders, and organizations to ensure that the research furthers the use and relevance of the data and information for Aboriginal communities, children and families. All research activities undertaken with respect to Aboriginal children will be consistent with the principles of Ownership, Control, Access and Possession (OCAP), in collaboration with the community-based Aboriginal Steering Committee. Aboriginal data collection and research collaboration activities performed by HELP will include, but are not limited to:
  - a. Collection, analysis and dissemination of EDI information for all Aboriginal children within the public school system in BC and, where possible, within First Nations schools;
  - b. Development of strategies and approaches to facilitating EDI implementation in First Nations schools;
  - c. Provision of Aboriginal-specific community and school level reports to school districts, under the auspices of the local Aboriginal Education Councils or First Nations Chiefs and Council, and to participating First Nations schools. Reports will include recent findings with interpretive and contextual information specific to increasing the understanding of Aboriginal children's development;
  - d. Presentations and workshops by HELP's Aboriginal Community Liaison Co-ordinator to assist in interpretation and use of results;
  - e. Development of knowledge mobilization/communications material that is specific for Aboriginal communities and organizations;

- f. Interdisciplinary research projects with UBC and other researchers, using EDI and other HELP data, to provide additional insights into the development of aboriginal children;
- g. Collaboration with Aboriginal, provincial and community organizations on how to use results to support planning and improve services. A list of consulted Aboriginal agencies, organizations, etc. will be provided to the Province by HELP upon request; and
- h. Collaboration with the Province and the First Nations Education Steering Committee in addressing the recommendations that emerged from the independent assessment of potential bias in the design and implementation of the EDI with respect to Aboriginal children.

## 10. PRIVACY

- 10.01 HELP is responsible for ensuring that all research, analysis and activities conducted under this Agreement will remain compliant with all aspects of the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165 and *Personal Information Protection Act*, S.B.C. 2003, c. 65.

## 11. REPORTING AND KNOWLEDGE MOBILIZATION

- 11.01 HELP is committed to ensuring that its research is used in practical ways to improve the lives of children: “putting research into action”. We will continue to engage in a diversity of knowledge mobilization (KM) and community engagement strategies to ensure that our research and the findings from the data we gather are used to inform policy development, program planning, and community action. Using an iterative KM framework, our strategies will focus on promoting a broad understanding of children’s developmental trajectories over time. Activities will include:
- a. Synthesis of EDI data to highlight key findings and generation of basic summary data tables at Provincial, Health Authority, School District, Local Health Authority, MCFD service delivery areas, school and neighbourhood levels;
  - b. Creation of maps and visuals (e.g., graphs, tables, charts, infographics) that increase the usability and understanding of data for communities, school districts, health authorities, special populations and government stakeholders;
  - c. Design and publication of a variety of interpretive materials to support use of research and data by users:
    - i. Plain language reports, that include maps, visuals, interpretation of results and suggested activities for local stakeholders;
    - ii. Tools (publications, PowerPoint slides) to facilitate the presentation and use of research findings by communities and organizations;
    - iii. Policy and research briefs, the summarize key findings and their implications for program and policy development;
    - iv. Videos of lead HELP researchers speaking to recent findings that can be accessed online;
  - d. Continued implementation of a broad based engagement strategy that will include:
    - i. Regular presentations to communities and organizations, in-person and by webinar, featuring HELP’s faculty and staff to assist in interpretation and use of results;
    - ii. Co-design and co-facilitation of webinars, workshops, planning processes with organizations using HELP data to tailor the information to their specific needs;
    - iii. Annual research expositions and regional workshops/forums/roadshows that bring together communities to discuss results and share resources;

- iv. Enhancement of the skill and expertise of community trainers through web-based learning opportunities and written resources enabling them to give presentations within their own communities;
  - v. Education and training for health authorities, school districts and MCFD regional staff in the use of results through regional level reports, web-based access to maps and summaries, regular presentations by and workshops with HELP's faculty, research associates and staff; and
  - vi. Meetings with the existing network of local intersectoral ECD coalitions throughout the Province to facilitate the use of community maps in planning and policy, in communities and regions across BC. HELP will provide the Province with a list of community networks/coalitions that are consulted, and with training, upon request;
- e. Maintenance and on-going development of a high quality, multi-faceted and interactive web portal to provide comprehensive access to HELP's research activities, data, and findings. This portal will also provide links to emerging early child development research from across Canada and internationally. It will ensure public access to all aggregate level results (including neighbourhood, school district, MOH LHA, HSDA, and HA, MCFD regional, SDA and LSA, and provincial); and
- f. On-going maintenance of HELP's capacity to act as a focal point and repository for early child development research:
- i. Monthly HELP research seminars, bringing together researchers and students from across UBC, and community partners; and
  - ii. Monthly reviews of the latest ECD publications from HELP researchers and its extended research network.

## **12. RESEARCH AND COLLABORATION**

- 12.01 HELP may assist with research issues at an additional cost, as outlined in Schedule B. Activities may include the following:
- a. Support for the emergence and implementation of new child development monitoring tools and specifically the Childhood Experiences Questionnaire and the Toddler Development Instrument;
  - b. Assist with ad-hoc research issues identified by the Province related to EDI at an additional cost as outlined in Schedule B. HELP must provide the Province with a written estimate of any ad-hoc research prior to commencement of that research; and
  - c. Collaborate with the Province to identify and conduct any other research analyses or studies at an additional cost as outlined in Schedule B to the satisfaction of the Province. The Province must approve in writing any additional work and costs in advance of any such work being undertaken.

## 13. REPORTING REQUIREMENTS

### REPORTING TIMELINE

13.01 HELP will provide an annual report to the Province.

### REPORTING CONTENT

13.02 The semi-annual reports referred to in paragraph 12.01 will include (but are not limited to) summaries of the following topics/areas of research:

- a. **EDI and MDI Implementation Activities** (outlined in sections 4 and 5), which include, but are not limited to:
  - i. Itemized list of School Districts and schools surveyed;
  - ii. Number of students surveyed; and
  - iii. Number of teachers participating.
- b. **Data Analysis Activities** (outlined in section 6) which include, but are not limited to:
  - i. A summary of the most recent findings from the EDI and MDI including interpretation and implications for program and policy development (annually only, to be included with the October 31<sup>st</sup> report);
  - ii. Hyperlinks or electronic copies of aggregate data tables and maps of EDI results and socio-demographic data at the:
    - a. Neighborhood level;
    - b. MEd School District level;
    - c. MOH HA, LHA, and HSDA level;
    - d. MCFD Regional, SDA, and LSA level;
    - e. Provincial level (only at the completion of a two year wave, annual provincial updates, for internal government use, for the 1<sup>st</sup> year of a two year wave); and
    - f. Any other unit of analysis identified as pertinent by either HELP or the Province.
  - iii. Summary of presentations/workshops given by HELP staff and faculty with respect to EDI and MDI findings;
  - iv. Annual provincial summary of EDI results including the 5 scales and EDI themed clusters (where the 1<sup>st</sup> year summary of a two year wave will be for internal government use only).
- c. **Aboriginal Data Collection and Research Collaborations** (outlined in section 9), which include, but are not limited to:
  - i. Listing Aboriginal provincial and community organizations involved in consultations;
  - ii. Summaries of Aboriginal Steering Committee activities;
  - iii. Summaries of community presentations/workshops given by HELP staff or Aboriginal Steering Committee members;
  - iv. Provincial, MCFD SDA and LSA, MoH HSDA and LHA, Health Authorities, neighbourhood, and school district level vulnerability rates for Aboriginal children in BC based on all available data;
  - v. Number of Aboriginal children participating in the EDI;
  - vi. Number of First Nations schools participating in the EDI; and

- vii. Listing of those First Nation schools with which HELP had discussions concerning participation, but which did not participate.
- d. **Reporting and Knowledge Mobilization Activities** (outlined in section 11), which include, but are not limited to:
  - i. Summary of Knowledge Mobilization activities for reporting period and as available copies and links to relevant materials.

#### **GENERAL REPORTING REQUIREMENTS**

- 13.03 HELP will conduct the following general reporting activities, which will include, but are not limited to:
- a. Providing recommendations upon request to the Province regarding ECD resources and allocations to address gaps in services based on current research findings;
  - b. Preparing and conducting ad hoc presentations upon request, to the Province, including Cabinet, Deputy Ministers and executive staff, regarding HELP's research activities and findings, with a focus on how research can be used to influence policy;
  - c. Conducting semi-annual policy research meetings within 45 days of submitting reports (outlined in paragraph 12.01 on pages 16-17) with the Province to present and discuss upcoming policy needs, and opportunities and challenges for integration with EDI data;
  - d. Notifying the Province 45 days in advance of research announcements or public presentations of the research or other work related to EDI and other Provincial ECD programs to provide the opportunity for Provincial participation; and
  - e. Any other general reporting activities identified by the Province and agreed to by HELP.

## **SCHEDULE B—FINANCIAL CONTRIBUTION**

1. The Province agrees to provide the University the amount of \$2,560,000.00 annually during the Term, with the understanding that the annual monies to be paid are subject to budget availability.
2. Payments will be made as follows:
  - a) the Province will make four (4) payments, as follows; Quarterly in the fiscal year of the Province during the Term of the Agreement: that is, \$640,000.00 on June 30, 2016; \$640,000.00 on September 30, 2016; \$640,000.00 on December 31, 2016; and, \$640,000.00 on March 31, 2017.
  - b) any research or related work performed under paragraph 12.01 of Schedule A will be charged at following rates:
    - i. \$550.00/day for analyst,
    - ii. \$800.00/day for Faculty member/Deputy Director,
    - iii. \$1,000.00/day for Senior HELP Scholars; and
  - c) Notwithstanding paragraphs 2. (a) and (b) of this Schedule, in no event will the Financial Contribution payments payable to the University under this Agreement exceed in the aggregate sum of \$2,560,000.00 during the Term.

## **Memorandum of Understanding**

between  
the Ministry of Education (MEd)  
and  
the Ministry of Health (MOH)  
and  
the Ministry for Children and Family Development (MCFD)  
regarding  
The Human Early Learning Partnership (HELP) Transfer Under Agreement  
(Fiscal 2015/16)

### **Preamble**

WHEREAS MCFD solely funded the Human Early Learning Partnership Agreement (the Agreement) prior to fiscal 2008/09;

WHEREAS, the MEd and MOH entered as cost-sharing partners to the Agreement in fiscals 2008/09, 2009/10, 2010/11, 2011/12, 2012/13, 2013/14, and 2014/15, and would like to remain as cost-sharing partners for the 2015/16 Agreement;

WHEREAS, the MEd and MOH agree MCFD will remain the Contract Manager for the 2015/16 Agreement; and,

AND WHEREAS this Memorandum of Understanding will provide the framework for communication, issues management and cost-sharing arrangements regarding the 2015/16 Agreement.

### **THE PARTIES AGREE AS FOLLOWS:**

The purposes of this Memorandum of Understanding are:

- a) To establish roles, responsibilities and accountabilities for the administration and management of the 2015/16 HELP Agreement;
- b) To establish MEd and MOH funding levels for the HELP Agreement; and,
- c) To establish the cost recovery process for MEd and MOH portions of the HELP Agreement.



## **1.0 Definitions**

In this Memorandum of Understanding:

- a) "HELP" means the Human Early Learning Partnership, a collaborative, interdisciplinary research institute linking faculty, researchers, and graduate students and conducting research to support educators, policy-makers, parents, and experts as well as other community partners in their work to improve early childhood development services in the province;
- b) "EDI" means the Early Development Instrument, a research tool implemented annually by HELP that assesses the state of children's development in kindergarten, and is completed by kindergarten teachers, in partnership with B.C.'s School Districts, Band Schools and independent schools;
- c) "Province" means the Ministries of Children and Family Development, Health, and Education;
- d) "Agreement" means the fiscal 2015/16 Transfer Under Agreement between the Province and HELP; and,
- e) "Agreement Term" means the term of the HELP Agreement, commencing on April 1, 2015, and expiring on March 31, 2016.

## **2.0 Transfer Details (see Appendix for further information)**

- a) The total amount of MEd's contribution to the 2015/16 HELP Agreement is \$400,000. The MEd contribution will be directed toward the annual implementation of EDI;
- b) MCFD will journal voucher MEd for the total amount of their contribution on or before September 30, 2015;
- c) The total amount of the MOH contribution to the 2015/16 HELP Agreement is \$260,000;
- d) MCFD will journal voucher MOH for the total amount of their contribution on or before September 30, 2015;
- e) If MEd or MOH request any ad hoc and/or additional research not covered under the deliverables outlined under the Schedule A of the Agreement, MCFD will journal voucher MEd and/or MOH after receipt of any invoices for the ad hoc and/or additional research from HELP; and,
- f) Transfer details outlined in this Memorandum of Understanding are subject to Government's funding approval.

## **3.0 Partner Ministry Roles and Responsibilities**

All ministries agree to:

- a) Use EDI and other relevant research information in planning and managing their programs and services related to children;

- b) Notify partner ministries of any potential issues or disputes with HELP pertaining directly or indirectly to the contribution agreement; and,
- c) Collaborate on issues pertaining to the Agreement, and share information through MCFD's Executive Director, Early Years, Children and Youth with Special Needs, Quality Assurance, and Child Welfare Policy; MOH's Executive Director, Population Health Surveillance, Engagement and Operations; and MEd's Director, Diversity, Equity, Learning Division.

**MCFD agrees to:**

- d) Act as the Contract Manager for the HELP Agreement;
- e) Contribute \$1.9 million for the 2015/16 fiscal year;
- f) Coordinate inter-ministry payments as outlined under section 2.0 of this document and coordinate the combined quarterly payments to HELP as outlined in the Agreement's Schedule B;
- g) Act as the first point of contact between the Province and HELP regarding research agreement deliverables;
- h) Distribute incoming reports, presentations and summaries prepared by HELP to MEd and MOH representatives; and,
- i) Facilitate resolution of any issues arising from MCFD programs and services relating to the Agreement with HELP.

**MEd agrees to:**

- j) Contribute the total amount outlined in section 2.0 (a) of this document, towards the annual implementation of the EDI, and,
- k) Facilitate resolution of any issues arising from School Districts and education services relating to the Agreement with HELP.

**MOH agrees to:**

- l) Contribute the total amount outlined in section 2.0 (c), towards the annual implementation of EDI, and,
- m) Facilitate resolution of any issues arising from Health Authority services relating to the Agreement with HELP.

#### **4.0 Issue Resolution**

- a) Wherever possible, issues arising between the ministries with respect to the Agreement will be resolved at the program level;
- b) Wherever section 4 (a) is not workable, resolution will be attempted by MCFD's Executive Director, Early Years, Children and Youth with Special Needs, Quality Assurance, and Child Welfare Policy, MOH's Executive

Director, Population Health and Well-being – Healthy Development and Women's Health Directorate; and MEd's Director, Diversity, Equity, Learning Division; and,

- c) Wherever sections 4 (a) and (b) are not workable, the issues will be referred to the Assistant Deputy Ministers responsible for resolution.

**5.0 Effective Date and Term of this Memorandum of Understanding**


- a) This Memorandum of Understanding is effective April 1st, 2015 until the HELP Agreement expiry on March 31st, 2016; and,  
b) This Memorandum of Understanding may be amended by the written agreement of the signatories or their designates.

  
Assistant Deputy Minister, MCFD

March 16, 2015  
Date

  
Assistant Deputy Minister, MOH

July 9/15.  
Date

  
Assistant Deputy Minister, MEd

June 23/2015  
Date

Appendix to the Memorandum of Understanding Regarding the Human  
Early Learning Partnership (HELP) Transfer Under Agreement  
(Fiscal 2015/16)

Summary of Payments/Journal Voucher over the Agreement Term:

Payment Schedule	MCFD Payment to HELP	Recovery from MED On/before Sept. 30/15	Recovery from MOH On/before Sept. 30/15	MCFD Contribution
30-Jun-15	\$640,000			
30-Sep-15	\$640,000			
31-Dec-15	\$640,000			
31-Mar-16	\$640,000			
FY 15/16 Total	\$2,560,000	\$400,000	\$260,000	\$1,900,000

# Sponsored Research Agreement

Contract # XLR206911

Province of British Columbia  
Ministry of Children & Family Development

## Transfer Under Agreement for Research at a B.C. Public University

THIS AGREEMENT dated for reference the 1st day of July, 2012

BETWEEN:

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

(the "Province")

OF THE FIRST PART

AND:

University of British Columbia

(the "University")

OF THE SECOND PART

The parties to this Agreement agree as follows:

### SECTION 1—DEFINITIONS

1.01 Where used in this Agreement:

- (a) "Commercial" means being able to yield or make a profit, prepared, done, or acting with sole or chief emphasis on saleability, profit, or success;
- (b) "Financial Contribution" means the total aggregate funding value stipulated in Schedule B;
- (c) "Intellectual Property" means intangible (non-physical) property which includes scientific or scholarly discoveries, copyright, computer software, moral rights related to copyrighted materials, trademarks, official marks, domain names, patents, industrial designs, literary, artistic, musical or visual works and know-how;
- (d) "Material" means all findings, data, reports, documents, records and material, (both printed and electronic, including but not limited to, on hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by the University, or provided by or on behalf of the Province to, the University as a direct result of this Agreement, but does not include property owned by the University;

- (e) "Non-Commercial" means not being able to profit financially at any time from the Material under this Agreement between the Province and University, in the use of the Material by the following non-commercial users and their employees: government ministries, agencies, boards and commissions; educational institutions (such as public school boards, public post-secondary institutions, community and technical institutes); and non-profit organizations (such as public libraries, charities, and other organizations created for the promotion of educational, health or social services purposes);
- (f) "Personal Information" means recorded information, not including business contact information, about an identifiable individual;
- (g) "Principal Investigator" means the individual identified by the University as the person primarily responsible for the Research Project;
- (h) "Rebate" means a rebate on Federal Harmonized Sales Tax applicable to the University;
- (i) "Research Project" means the research project described in Schedule A; and
- (j) "Term" means the period commencing on the start date and expiring on the end date of the Agreement stipulated in the Schedule A.

## SECTION 2—APPOINTMENT

- 2.01 The Province retains the University to conduct the Research Project during the Term, both described in Schedule "A".

## SECTION 3—PAYMENT OF A FINANCIAL CONTRIBUTION

- 3.01 Subject to the provisions of this Agreement, the Province will pay the University, in the amount and manner, and at the times set out in Schedule "B" attached to this Agreement.
- 3.02 Notwithstanding any other provision of this Agreement the payment of the Financial Contribution by the Province to the University pursuant to this Agreement is subject to:
  - (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal year when any payment of money by the Province to the University falls due pursuant to this Agreement, to make that payment; and
  - (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
- 3.03 The University is entitled to a Rebate from the Federal Government and may, therefore, charge to the Province only the non-refundable portion of Harmonized Sales Tax, as applicable to the Research Project, and as provided for within the Financial Contribution.

## SECTION 4—REPRESENTATIONS AND WARRANTIES

- 4.01 Subject to paragraph 4.04 (Disclaimer), the University represents and warrants to the Province with the intent that the Province will rely thereon in entering into this Agreement that:
  - (a) all information, statements, documents and reports furnished or submitted by it to the Province in connection with this Agreement are true and correct;

- (b) it has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement; and
  - (c) it is not in breach of, or in default under, any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it or its operations.
- 4.02 All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the University to the Province under this Agreement or in connection with any of the transactions contemplated hereby will be deemed to be representations and warranties by the University under this Agreement.
- 4.03 All representations, warranties, covenants and agreements made herein and all certificates, applications or other documents delivered by or on behalf of the University are material and will have been relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.
- 4.04 **Disclaimer.** The University makes no representations or warranties, either express or implied, regarding data or other results arising from the Research Project. The University specifically disclaims any implied warranty of non-infringement or merchantability or fitness for a particular purpose and the University will, in no event, be liable for any loss of profits, be they direct, consequential, incidental, or special or other similar damages arising from any defect, error or failure to perform, even if the University has been advised of the possibility of such damages. The Province acknowledges that the Research Project is of an experimental and exploratory nature, that no particular results can be guaranteed, and that the Province has been advised by the University to undertake its own due diligence with respect to all matters arising from this Agreement.

## SECTION 5—RELATIONSHIP

- 5.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 5.02 Each party will be an independent contractor and not the servant, employee or agent of the other party.
- 5.03 The University will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation.
- 5.04 The Province may, from time to time, give reasonable instructions to the University in relation to the carrying out of the Research Project, and the University will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement. Notwithstanding the foregoing, all changes to the scope and direction of the Agreement will be made with mutual agreement between the parties.

## SECTION 6—UNIVERSITY'S OBLIGATIONS

- 6.01 The University will:
- (a) carry out the Research Project in accordance with the terms of this Agreement during the Term stated in Schedule "A" of this Agreement;
  - (b) comply with the payment requirements set out in Schedule "B", including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
  - (c) comply with all applicable laws;
  - (d) hire and retain only qualified staff;
  - (e) unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry

out the Research Project;

- (f) co-operate with the Province in making such public announcements regarding the Research Project and the details of this Agreement as the Province requests; and
- (g) acknowledge the Financial Contribution made by the Province to the University for the Research Project in any Materials, by printing on each of the Materials the following statement: "We gratefully acknowledge the financial support of the Province of British Columbia through the Ministries of Children & Family Development, Education, and Health."

## **SECTION 7—RECORDS**

7.01 The University will:

- (a) establish and maintain accounting and administrative records to be used as the basis for the calculation of the Financial Contribution;
- (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred; and
- (c) permit the Province, for contract monitoring and audit purposes, at all reasonable times, upon reasonable notice, to enter any premises used by the University to conduct the Research Project or keep any documents or records pertaining to the Research Project, in order for the Province to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and other Material, (both printed and electronic, including, but not limited to, on hard disk or diskettes), whether complete or not, that are produced, received or otherwise acquired by the University as a result of this Agreement.

7.02 The parties agree that the Province does not have control, for the purpose of the *Freedom of Information and Protection of Privacy Act*, of the records held by the University.

## **SECTION 8—STATEMENTS AND ACCOUNTING**

- 8.01 Within 3 months of being requested to do so by the Province in writing, the University will provide to the Province a financial statement documenting the expenditure of the Financial Contribution under this Agreement.
- 8.02 At the sole option of the Province, any portion of the Financial Contribution provided to the University under this Agreement and not expended at the end of the Agreement shall be retained by the University for supplemental research activities related to the Research Project.

## **SECTION 9—CONFLICT OF INTEREST**

- 9.01 The University must not knowingly allow its research personnel involved in performing the Research Project, to provide any services to any person in circumstances that could give rise to a conflict of interest between their duties to that person and their duties to the Province under this Agreement.

## **SECTION 10—CONFIDENTIALITY**

- 10.01 The University will treat as confidential all information or material which are clearly marked as confidential or proprietary when first disclosed ("Confidential Information") by the Province and supplied to or obtained by the University, or any subcontractor, under this Agreement and will not, without the prior written consent of the Province, except as required by applicable law, permit its disclosure except to the extent that such disclosure is necessary to enable the University to fulfill its obligations under this Agreement. Confidential Information may also include information furnished during discussions or oral presentations if it is conspicuously identified as proprietary at the time and then transcribed or confirmed in writing within thirty (30) days, specifically describing what portions of such information is considered to be proprietary or confidential. However, the University is under no obligation to maintain the confidentiality of Confidential Information which the University can show:



- (a) is or subsequently becomes generally available to the public through no act or fault of the University;
  - (b) was in the possession of the University prior to its disclosure by the Province to the University;
  - (c) was lawfully acquired by the University from a third party who was not under an obligation of confidentiality to the Province; or
  - (d) is required by an order of a legal process to disclose, provided that the University gives the Province prompt and reasonable notification of such requirement prior to disclosure; or
  - (e) was independently developed by employees, agents or consultants of the University who had no knowledge of or access to the Province's information as evidenced by the University's records.
- 10.02 The University will ensure that the Principal Investigator of the Research Project acknowledges the confidentiality provisions in this Agreement and it is the responsibility of the Principal Investigator to ensure that all other employees engaged in the Research Project are aware of the confidentiality provisions in this Agreement.

## **SECTION 11—DEFAULT**

- 11.01 Any of the following events will constitute an Event of Default, namely:
- (a) the University fails to comply with any material provision of this Agreement;
  - (b) subject to paragraph 4.04, any representation or warranty made by the University in accepting this Agreement is untrue or incorrect; or
  - (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the University pursuant to or as a result of this Agreement is untrue or incorrect.

## **SECTION 12—TERMINATION**

- 12.01 Either party may terminate this Agreement for any reason by giving at least thirty (30) days prior written notice to the other.
- 12.02 Upon the occurrence of any Event of Default and at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its option, elect to do any one or more of the following:
- (a) terminate this Agreement, in which case the payment of the amount required under paragraph 12.04 of this Agreement will discharge the Province of all liability to the University under this Agreement;
  - (b) require the Event of Default be remedied within a time period specified by the Province;
  - (c) suspend any instalment of the Financial Contribution or any amount that is due to the University while the Event of Default continues;
  - (d) waive the Event of Default; and
  - (e) pursue any other remedy available at law or in equity.
- 12.03 The Province may also, at its option, terminate this Agreement immediately if the Province determines that the University's failure to comply places the health or safety of any person conducting the Research Project at immediate risk, and the payment of the amount required under paragraph 12.04 of this Agreement will discharge the Province of all liability to the University under this Agreement.
- 12.04 Where this Agreement is terminated before 100% completion of the Research Project, the Province will pay to the University all costs and liabilities, including uncancellable commitments, relating to the Research Project up to but no more than the Financial Contribution, which have been incurred by the University as of the date of receipt of notice of termination or the date of termination, whichever is later.

## **SECTION 13—DISPUTE RESOLUTION**

- 13.01 All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

## **SECTION 14—INDEMNITY**

- 14.01 The Province will indemnify and save harmless the University, its Board of Governors, directors, officers, employees, faculty, students and agents from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the University, its Board of Governors, directors, officers, employees, students and agents may sustain, incur, suffer or put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Province, or of any agent, employee, officer or director of the Province pursuant to this Agreement.
- 14.02 The University will indemnify and save harmless the Province, its officers, directors, employees and agents from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer, or be put to at any time, either before or after the expiration or termination of this Agreement, where the same are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the University or its Board of Governors, directors, officers, employees, faculty, contractors, students or agents pursuant to this Agreement.

## **SECTION 15—ASSIGNMENT AND SUBCONTRACTING**

- 15.01 The University will not, without the prior, written consent of the Province:
- (a) assign, either directly or indirectly, this Agreement or any right of the University under this Agreement; or
  - (b) subcontract any obligation of the University under this Agreement.
- 15.02 No subcontract entered into by the University will relieve the University from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such subcontract.
- 15.03 This Agreement will be binding upon the Province and its assigns and the University, the University's successors and permitted assigns.

## **SECTION 16—OWNERSHIP AND PUBLICATION OF RESULTS AND INTELLECTUAL PROPERTY**

- 16.01 Any equipment, machinery, data or other property, provided by the Province to the University for the conduct of the Research Project under this Agreement will:
- (a) be the exclusive property of the Province; and
  - (b) forthwith be delivered by the University to the Province on written notice to the University requesting delivery of the same at the Province's costs, whether such a notice is given before, upon, or after the expiration or sooner termination of this Agreement.
- 16.02 The University will retain title to any equipment purchased with funds provided by the Province under this Agreement and the Province acknowledges that the University's insurance is applicable only to such equipment owned by the University.
- 16.03 The Province acknowledges and agrees that the University owns all right, title and interest in the Material produced under this Agreement and Intellectual Property arising from the Research Project under this Agreement.

- 16.04 The University hereby grants the Province a perpetual non-exclusive, irrevocable, world-wide, fully paid up and royalty-free license to use, make, copy, distribute, translate, practice, and reproduce the Material produced under this Agreement and Intellectual Property arising under this Agreement for scientific, educational, public good and other Non-Commercial uses. In addition, the University grants the Province the additional rights to incorporate all or portions of the Material produced under this Agreement in any reports created by the Province and to further develop the Research Project reports provided that the content of the Research Project reports is not materially modified without the written approval of the University. Upon the Province's request, the University will deliver documents satisfactory to the Province that waive in the Province's favour any moral rights to Research Project reports, as defined in "Schedule A", which the University's employees or contractors may have in said Research Project reports.
- 16.05 The University and its employees will not be restricted from presenting publications at symposia, national or regional professional meetings, or from publishing in journals or other publications, accounts of the work pertaining to this Agreement. Publications, conference presentations, symposia and all other dissemination of material pertaining to the work of this Agreement will recognize the Ministries of Children & Family Development, Education, and Health.

## **SECTION 17—OTHER FUNDING**

- 17.01 The University will ensure that if the University's research personnel, involved in performing the Research Project, receives funding for or in respect of the Research Project from any person, firm, corporation or other government or government body, then the University will immediately provide the Province with details thereof.

## **SECTION 18—NOTICES**

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

Dulcie Fernandes – Early Years, CYSN and Quality Assurance Policy Branch, Ministry of Children & Family Development  
Mailing Address: PO Box 9705 Stn Prov Govt, Victoria, British Columbia, V8W 9S5  
Physical Address (Courier): 5th Floor - 765 Broughton Street, Victoria, British Columbia, V8W 1E2  
Email: Dulcie.Fernandes@gov.bc.ca  
Phone: (250) 387-7404  
Fax: (250) 356-1864

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

Joanne Schroeder, Human Early Learning Partnership  
Library Processing Centre  
440 - 2206 East Mall, Vancouver, BC V6T 1Z3  
Email: joanne.schroeder@ubc.ca  
Phone: (604)827.5396  
Fax: (604) 822.0640

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

## **SECTION 19—NON-WAIVER**

- 19.01 No term or condition of this Agreement and no breach by the University of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Province and the University.
- 19.02 The written waiver by the Province of any breach by the University or of any term or condition of this Agreement will not be deemed to be a waiver of any other provision of this Agreement or any subsequent breach of the same by the University

## **SECTION 20—ENTIRE AGREEMENT**

- 20.01 This Agreement, including the Schedules, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

## **SECTION 21—SURVIVAL OF PROVISIONS**

- 21.01 All of the provisions of this Agreement in favour of the Province including, without limitation, paragraphs 3.02, 4.04, 7.01, 7.02, 8.02, 10.01, 12.04, 13.01, 14.01, 14.02, 16.01, 16.02, 16.03, 16.04, and all of the rights and remedies of the parties, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

## **SECTION 22—MISCELLANEOUS**

- 22.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 22.02 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 22.03 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 22.04 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 22.05 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Research Project that by statute, the University is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 22.06 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts may be delivered by facsimile transmission and such transmission shall be considered an original.
- 22.07 Time is of the essence of this Agreement.
- 22.08 For the purpose of paragraphs 22.09 and 22.10, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), fires, floods, storms, strikes (including illegal work stoppages or slowdowns), lockouts, labour shortages, freight embargoes and power failures or other cause beyond the reasonable control of a party, provided always that lack of money, financing or credit will not be and will not be deemed to be an "Event of Force Majeure".
- 22.09 Neither party will be liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the

22.10 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other party forthwith, and will use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its obligations under this Agreement.

SIGNED AND DELIVERED on behalf of the  
Province by an Authorized Representative of  
the Province

DULCIE FERNANDES  
Print Name of Authorized Representative)

Signature

Subij

Date: JULY 13/2012

## SCHEDULE A—RESEARCH PROJECT AND TERM

### 1) ADDITIONAL DEFINITIONS

- a) “Aboriginal Community Liaison” means the HELP staff position responsible for supporting processes in the development and implementation of a population-level research agenda, conducted by HELP, about the cultural and social determinants of Aboriginal children’s development in British Columbia.
- b) “Aboriginal Steering Committee” means a group of individuals of Aboriginal ancestry (First Nations – Status, Non-Status, on-reserve, off-reserve – Inuit and Métis peoples) who meet regularly to ensure HELP research activities are respectful and beneficial to Aboriginal children, families and communities concerned. HELP provides funding to support the activities of this group.
- c) “Community Trainers’ Network” means a network that consists of members of the ECD community in each of the school districts who work with HELP in the dissemination and local implications of the data.
- d) “Content Manager (Contractor)” means the person designated by HELP to manage the University’s research obligations under this Agreement.
- e) “Contract Manager (Contractor)” means the person designated by HELP to manage the University’s financial and legal obligations under this Agreement.
- f) “Contract Manager (Province)” means the person designated by the Province to manage the Province’s rights and obligations under this Agreement.
- g) “Data Dictionary” means a complete list of fields with field position number, field name, field type (for example, character, numeric, date) and length, a description of the field in plain English (e.g. description of dummy variables, treatment of missing and/or unknown records, specific date formats (eg. YY/MM/DD, YY/DD/MM, etc), in two formats: 1) listed by ascending field position number; and 2) listed alphabetically by field name.
- h) “ECD” means early child development.
- i) “EDI” means Early Development Instrument.
- j) “EDI Mapping” means the production, by HELP’s Early Child Development (ECD) Mapping Unit, of a range of maps that show the results of the EDI, community assets and socio-economic data.
- k) “EDI Scales” means the five aspects of children’s development which the EDI questions are grouped into: 1) Physical health and well-being; 2) Social competence; 3) Emotional maturity; 4) Language and cognitive development; and 5) Communication skills and general knowledge.
- l) “EDI Themed Clusters ” means the groupings of developmentally related items of the EDI used to provide more detailed analysis on specific aspects of children’s development measured by the EDI.
- m) “HELP” means the Human Early Learning Partnership (HELP) which is a collaborative, interdisciplinary research consortium consisting of researchers from BC’s five universities including the two UBC campuses (Point Grey and Okanagan) that contributes to new knowledge in early child development (ECD) and enhances the quality of children’s early years.
- n) “MCFD” means B.C. Provincial Ministry of Children & Family Development.
- o) “MED” means B.C. Provincial Ministry of Education.
- p) “MOH” means B.C. Provincial Ministry of Health.
- q) “OCAP” means the First Nations Principles of OCAP (Ownership, Control, Access and Possession); specifically, that First Nations control data collection processes in their communities, and own, protect and control how their information is used. These rights are fundamentally tied to self-determination and to the preservation and development of their culture.

- r) "Province," for the purposes of this Schedule A, means the Ministries of Children and Family Development, Education and Health.
- s) "Second Order EDI Data Analysis" refers to exploratory analysis of EDI data that answers questions arising from basic descriptive analyses of the EDI data.
- t) "Senior Aboriginal Researcher" means the HELP staff position responsible for guiding the development and implementation of a population-level research agenda, conducted by HELP, about the cultural and social determinants of Aboriginal children's development in British Columbia.
- u) "Senior HELP Scholar" means a faculty member from another UBC faculty who provides research consultation for an agreed upon time and for a specific project for which they have the expertise.
- v) "Tele-training" means a distance program for training school district and community trainers and teachers in EDI implementation and survey completion.
- w) "Wave" means a province wide data collection period that includes every geographic school district in the province at least once.

## 2. COMMUNICATION PROTOCOL

- 2.01 Communication regarding the administration of this Agreement (e.g., contract management, funding, additional research requirements, negotiations) between HELP and the Province must flow through the Province's Contract Manager and the Contract Manager (Contractor).
- 2.02 Communication regarding the content of this Agreement (e.g., content of reports, communication regarding research, inquiries/requests related to existing deliverables etc.) between HELP and the Province must flow through the Contract Manager (Province) and the HELP Content Manager.
- 2.03 Any issues pertaining to any part of this agreement raised by either the Province or HELP must be directed through the Contract Manager (Province) or the Contract Manager (Contractor) or HELP's Content Manager(s). Issues raised by either party will be responded to within five business days of receipt unless otherwise mutually agreed upon.

Province Contract Manager: Dulcie Fernandes, Early Years, CYSN and Quality Assurance Policy Branch, Ministry of Children and Family Development  
Mailing Address: PO Box 9705 Stn Prov Govt  
Victoria, British Columbia V8W 9S5

Physical (Courier) Address: 5th Floor – 765 Broughton Street  
Victoria, B.C. V8W 1E2  
Email: [Dulcie.Fernandes@gov.bc.ca](mailto:Dulcie.Fernandes@gov.bc.ca)  
Phone: 250-387-7404  
Fax: 250-356-1864

HELP Contract Manager: Joanne Schroeder  
Address: Library Processing Centre  
440 - 2206 East Mall  
Vancouver, BC V6T 1Z3  
Email: [joanne.schroeder@ubc.ca](mailto:joanne.schroeder@ubc.ca)  
Phone: 604-827-5396  
Fax: 604-822-0640

HELP Content Manager: Joanne Schroeder  
Address: Library Processing Centre

Email: 440 – 2206 East Mall  
Phone: Vancouver, BC V6T 1Z3  
Fax: [joanne.schroeder@ubc.ca](mailto:joanne.schroeder@ubc.ca)  
604-827-5396  
604-822-0640

### 3. TERM OF AGREEMENT

- 3.01 The term of the agreement is from July 1, 2012 to March 31, 2013.
- 3.02 This Agreement may be extended and modified for two additional one year terms. Extension is at the Province's sole discretion.
- 3.03 HELP and the Province will meet no later than October 15 of each year to determine the budget and deliverables for future years, and to determine whether the Province is prepared to agree to a modification to this Agreement under section 3.02 above.

### 4. EDI IMPLEMENTATION ACTIVITIES

- 4.01 HELP will administer the EDI in British Columbia school districts, independent schools as defined by the *Independent School Act*, R.S.B.C. 1996, c. 216, and federally and/or provincially funded First Nations schools based on a two year wave of province wide data collection. The 2011/12 collection is the first year of the current wave of data collection cycle. Specifically, HELP will:
- a. Facilitate the participation of school districts, independent schools and First Nation schools in the two year EDI data collection cycle to ensure province-wide results can be reported at the neighbourhood, school district, local health authority (LHA), health service delivery area (HSDA), health authority (HA), MCFD region, service delivery area (SDA), local service area (LSA), and provincial level.,  
Collect EDI data from public schools in all school districts, First Nations schools and independent schools that are scheduled for participation in the 2012/13 year. HELP will ensure data is complete, ready for analysis, and linkable to other individual data sources, including Personal Education Numbers.
  - b. Facilitate the administration of EDI through support and capacity building activities with school districts, First Nations schools and independent schools. These activities include, but are not limited to:
    - Completion and interpretation of Information Sharing Agreements;
    - Provision of documents and follow-up explanations of ethics and parental consent requirements;
    - Technological support for uploading of databases and accessing EDI portal;
    - Provision of information (Frequently Asked Questions) for participating schools to use in interpreting the project to teachers and stakeholders;
    - 24 hour support available during period of EDI completion; and
    - Hosting annual web-based conferences with all school districts, First Nations schools and independent schools to evaluate EDI implementation process and make revisions as needed for future implementations.
- 4.02 HELP will perform EDI Training and Collaboration activities to ensure standardization in the completion of the EDI by teachers around the province, as follows:
- a. Teacher Training and Implementation:



- Provide web-based and tele-training to all geographic school districts. This will include the participation of both school-based and community-based trainers;
  - Provide ongoing guidance and oversight to those trainers in the completion of the EDI training process for all new kindergarten teachers in their area;
  - Provide tele-training, where required, for kindergarten teachers who are not able to access training within their community;
  - Provide compensation to school districts for the teachers' release time to complete the surveys and to participate in the training sessions; and
  - Provide a summary of any cost-savings related to Teacher-On-Call costs to the Province by June 30, 2013.
- b. Training, Networking and Communication:
- Maintain a teacher training web site with materials required for annual training;
  - Maintain a teacher, community and stakeholder website for timely access to all materials required for EDI implementation;
  - Maintain a parent web-page with specific focus on questions and materials relevant to parents whose children are currently included in the EDI project;
  - Produce an annual newsletter for teachers and school districts regarding the EDI and broader ECD findings, by November 30<sup>th</sup> (additional newsletters may be produced on an ad hoc basis); and
  - Maintain a community trainers' network, consisting of both community- and school-based trainers (in each of B.C.'s 59 school districts) who act as supporting representatives of HELP to teachers, school district staff and communities (e.g. Local trainers will support kindergarten teacher training, provide presentations of local research results, and field questions from local communities about the work of HELP).

## **5. EDI DATA ANALYSIS, MAPPING & DISSEMINATION ACTIVITIES**

- 5.01 HELP will perform ongoing, collaborative data analysis, mapping and dissemination activities related to the EDI data collected each year.
- 5.02 **EDI Data Analysis** activities to be performed by HELP include, but are not limited to:
- a. Ensuring data quality and data cleaning;
  - b. Providing simple descriptive statistics (including counts and percentages by the five EDI scales, EDI themed clusters, and the 'one or more vulnerable' field) along with school and community level summary data tables of EDI results; and
  - c. Providing detailed analyses of the EDI themed clusters, in addition to the five EDI scales about which HELP typically reports.
- 5.03 **EDI Mapping and Visualization Activities** performed by HELP include, but are not limited to:
- a. Converting analyzed EDI data, including the five scales and the 'one or more vulnerable' field into community, regional (including, but not limited to, MCFD Regions), MCFD Boundaries (including LSAs and SDAs), MEd School Districts, Health Boundaries (including HAs, LHAs and HSDAs), and provincial maps;
  - b. Creating EDI maps for special populations, e.g. Aboriginal, non-English speaking and special needs children;
  - c. Creating additional visualizations, (e.g. graphs, tables and charts) designed to increase the usability and understanding of the EDI data for communities, and school district and government stakeholders.

5.04 **EDI Dissemination Activities** performed by HELP include, but are not limited to:

- a. For each participating school district, First Nations School and independent school, HELP will provide:
  - Narrative community and school level reports that include interpretation of results and suggested activities for local stakeholders for each school district area;
  - Web-based access to all maps and summaries created;
  - Regular presentations by HELP's community development staff to communities to assist in interpretation and use of results (over 100 each year);
  - Annual workshops in each region bringing together communities to discuss results and share resources;
  - Enhancement of the skill and expertise of the community trainer network through web-based learning opportunities and written resources enabling them to give presentations within their own communities.
- b. Additional EDI Dissemination Activities:
  - Education and training for health authorities and MCFD regional staff in the use of results through regional level reports, web-based access to maps and summaries, regular presentations by HELP's community development staff and workshops;
  - Meeting with the existing network of local intersectoral ECD coalitions throughout the Province to facilitate the use of community maps in planning and policy, in communities and regions across BC. HELP will provide the Province with a list of community networks/coalitions that are consulted, and with training, upon request;
  - Engagement of provincial organizations and stakeholders to increase their understanding and use of EDI results;
  - Public access to all aggregate level results (including neighbourhood, school district, MOH LHA, HSDA, and HA, MCFD regional, SDA and LSA, and provincial) through data tables, maps, and reports through HELP's website.

## 6. **ABORIGINAL EDI COLLECTION AND RESEARCH COLLABORATIONS**

- 6.01 HELP will continue to collaborate with Aboriginal communities, leaders, and organizations regarding Aboriginal EDI & Mapping activities performed by HELP to further the value of the EDI to Aboriginal communities, children and families. All research activities undertaken with respect to Aboriginal children will be consistent with the principles of OCAP, in collaboration with the community-based Aboriginal Steering Committee. Aboriginal EDI collection and research collaboration activities performed by HELP will include, but are not limited to:
- a. Collection, analysis and dissemination of EDI information for all Aboriginal children within the public school system in B.C. and, where possible, within First Nations schools;
  - b. Development of strategies and approaches to facilitating EDI implementation in First Nations schools;
  - c. Provision of Aboriginal-specific community and school level reports to school districts, under the auspices of the local Aboriginal Education Council, and to participating First Nations schools. Reports will include recent findings with interpretive and contextual information specific to increasing the understanding of Aboriginal children's development;
  - d. Presentations and workshops by HELP's Aboriginal Community Liaison and Senior Aboriginal Researcher to communities to assist in interpretation and use of EDI results;
  - e. Collaboration with Aboriginal, provincial and community organizations on how to use EDI results to support planning and improve services for ECD. A list of consulted Aboriginal agencies, organizations, etc. will be provided to the Province by HELP upon request.

- f. Collaboration with the First Nations Education Steering Committee in the development of a research project to conduct an independent assessment of potential bias in the design and implementation of the EDI with respect to Aboriginal children. As part of this project, consider the development and use of a potential supplementary assessment or measure for Aboriginal children.

## **7. PROVINCIAL ACCESS TO EDI DATA**

- 7.01
  - a. HELP will provide the Province with access to all individual-level linkable EDI data collected for the 2011/12 year, and subsequent years, through a finalized and signed-off Information Sharing Agreement, for the purposes of program evaluation and planning, and consistent with relevant federal and provincial legislation governing data sharing;
  - b. HELP will provide neighbourhood shape files in addition to individual-level linkable EDI data.

## **8. TECHNICAL LIAISON AND DATA ANALYSIS**

- 8.01 HELP will assist the Province in obtaining access to and understanding of EDI data through the following means:
  - a. Provide a data dictionary to the Province, concurrently tied to the individual-level, linkable EDI data, with updated data descriptions provided if changes to any fields in the raw EDI data are made;
  - b. Collaborate with the Province on delivering a staged training process (e.g. three sessions over three months) once access to the data becomes available, according to Provincial need, and deliver training to up to ten Provincial staff, including but not limited to the technical aspects of how to interpret, construct, calculate, aggregate, analyze, and link individual-level EDI data, as requested by the Province, to commence within two months after the transfer of the individual-level EDI data;
  - c. Deliver up to five days annually (40 hours) of technical consultation in relation to the EDI data, as requested by the Province, at a mutually agreed time and location; and
  - d. Identify a technical liaison and contact for the Province for technical questions related to EDI and methodology.

## **9. SECOND ORDER EDI DATA ANALYSIS**

- 9.01 HELP will conduct analyses into how EDI data are influenced by family, neighborhood and school based factors (e.g., gender differences, teacher differences, demographic changes, community context, language group differences, etc.), cross-sectional statistical analyses at the neighbourhood and school levels using EDI and socio-economic status (SES) data, and analyses of the determinants of school success or the ability to predict success using other sources of data. This work will include but is not limited to:
  - a. Building on both the provincial inventory of early childhood services and the service data that is being collected by communities, conduct an analysis of the distribution and accessibility of community early childhood services and supports at the neighbourhood level across the province, including:
    - Developing an interactive mapping platform that will allow the Province to spatially display and update locations of early child development, care and learning programs, such as Aboriginal Head Start, Infant Development Program, Family Resource Program, Family and Group child care centres, Strong Start, ECD coalitions, ECD hubs, etc.;
    - Overlaying neighbourhood level EDI results with service data to begin to understand the relationship between ECD services and child development outcomes;
  - b. Collaborating with the Province regarding setting target performance measures;
  - c. Conducting spatial data analyses using Geographical Information Systems (GIS) software;

- d. Statistical analyses of EDI data, including but not limited to analyses of the ecological reliability and validity of the EDI as a measure of development for single waves of data collection and comparative analyses of data by EDI waves/years, including a discussion of the validity and reliability of comparisons over time at provincial, regional, school district and community levels;
- e. Assisting with ad-hoc research issues identified by the Province related to EDI at an additional cost as outlined in Schedule B. HELP must provide the Province with a written estimate of any ad-hoc research prior to commencement of that research; and
- f. Collaborating with the Province to identify and conduct any other research analyses or studies at an additional cost as outlined in Schedule B to the satisfaction of the Province. The Province must approve in writing any additional work and costs in advance of any such work being undertaken.

## **10. PRIVACY**

- 10.01 HELP is responsible for ensuring that all research, analysis and activities conducted under this Agreement will remain compliant with all aspects of the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165 and *Personal Information Protection Act*, S.B.C. 2003, c. 65.

## **11. KNOWLEDGE TRANSLATION**

- 11.01 HELP will work with parents, community organizations, school boards, government and international groups to assist their understanding of the EDI findings and to facilitate its use in informing policy and local action. Additionally, HELP will provide and update regularly:
- A multi-faceted website providing access to research findings from across HELP and links to emerging resources from across Canada and internationally;
  - Policy briefs, summarizing findings and their implications for program and policy development;
  - Monthly research retreats, bringing together researchers and students from across UBC;
  - Regular webinars for community trainers and HELP stakeholders;
  - Blogs for HELP affiliates, Aboriginal Steering Committee members and government partners;
  - Monthly reviews of ECD publications;
  - Community forums, allowing communities to connect with one another and share stories and resources;
  - Tools (publications, PowerPoint slides) to facilitate the presentation and use of research findings by communities; and
  - Videos of lead HELP researchers speaking to recent findings that can be accessed online.

## **12. REPORTING REQUIREMENTS**

### **REPORTING TIMELINE**

- 12.01 HELP will provide semi-annual reports during the Term to the Province as follows:
- a. a report covering the period from April 1<sup>st</sup>, 2012 through September 30<sup>th</sup>, 2012 must be provided by October 31<sup>st</sup>, 2012; and
  - b. a reporting covering the period from October 1<sup>st</sup>, 2012 through March 31<sup>st</sup>, 2013 must be provided by April 30<sup>th</sup>, 2013.

### **REPORTING CONTENT**

- 12.02 The semi-annual reports referred to in paragraph 12.01 will include (but are not limited to) summaries of the following topics/areas of research:
- a. **EDI Implementation Activities** (outlined in paragraph 4 on page 12), which include, but are not limited to:
    - i. Itemized list of School Districts and schools surveyed;
    - ii. Number of students surveyed; and
    - iii. Number of teachers participating.
  - b. **EDI Data Analysis, Mapping & Dissemination Activities** (outlined in paragraph 5 on pages 13-14) which include, but are not limited to:
    - i. A summary of the most recent findings from the EDI including interpretation and implications for program and policy development (annually only, to be included with the October 31<sup>st</sup> report);
    - ii. Hyperlinks or electronic copies of aggregate data tables and maps of EDI results and socio-demographic data at the:
      - Neighborhood level;
      - MEd School District level;
      - MOH HA, LHA, and HSDA level;
      - MCFD Regional, SDA, and LSA level;
      - Provincial level (only at the completion of a two year wave, annual provincial updates, for internal government use, for the 1<sup>st</sup> year of a two year wave); and
      - Any other unit of analysis identified as pertinent by either HELP or the Province.
    - iii. Summary of presentations/workshops given by HELP staff and faculty with respect to EDI findings;
    - iv. Annual provincial summary of EDI results including the 5 scales and EDI themed clusters (where the 1<sup>st</sup> year summary of a two year wave will be for internal government use only).
  - c. **Aboriginal EDI Collection and Research Collaborations** (outlined in paragraph 6 on page 14), which include, but are not limited to:
    - i. Listing Aboriginal provincial and community organizations involved in consultations;
    - ii. Summaries of Aboriginal Steering Committee activities;
    - iii. Summaries of community presentations/workshops given by HELP staff or Aboriginal Steering Committee members;
    - iv. Provincial, MCFD Regional, SDA, LSA, neighbourhood, and school district level vulnerability rates for Aboriginal children in B.C. based on all available data;
    - v. Number of Aboriginal children participating in the EDI;
    - vi. Number of First Nations schools participating in the EDI; and
    - vii. Listing of those First Nation schools with which HELP had discussions concerning participation, but which did not participate.
  - d. **Second Order EDI Data Analysis activities** (outlined in paragraph 9 on pages 15-16 ), which include, but are not limited to:
    - i. One- to two-page summaries/abstracts of research and data analysis activities, including description of research questions, methodology and analysis, findings and policy implications/recommendations (with the modified data and descriptions of the data, used to

generate the research results, available upon request). Non-technical summaries will be reported concurrently.

- e. **Knowledge Translation Activities** (outlined in paragraph 11 on page 16), which include, but are not limited to:
  - i. Summary of Knowledge Translation activities for reporting period and as available copies and links to relevant materials.

#### **GENERAL REPORTING REQUIREMENTS**

12.03 HELP will conduct the following general reporting activities, which will include, but are not limited to:

- a. Providing recommendations upon request to the Province regarding ECD resources and allocations to address gaps in services based on current research findings;
- b. Preparing and conducting ad hoc presentations upon request, to the Province, including Cabinet, Deputy Ministers and executive staff, regarding HELP's research activities and findings, with a focus on how research can be used to influence policy;
- c. Conducting semi-annual policy research meetings within 45 days of submitting reports (outlined in paragraph 12.01 on pages 16-17) with the Province to present and discuss upcoming policy needs, and opportunities and challenges for integration with EDI data;
- d. Notifying the Province 45 days in advance of research announcements or public presentations of the research or other work related to EDI and other Provincial ECD programs to provide the opportunity for Provincial participation; and
- e. Any other general reporting activities identified by the Province and agreed to by HELP.

## **SCHEDULE B—FINANCIAL CONTRIBUTION**

1. The Province agrees to provide to the University the amount of \$1,920,000.00 during the Term. This will bring total 2012/13 fiscal year funding to \$2,560,000.00. A previous 2012/13 payment was made in the form of an extension to the 2011/12 research agreement: the extension of April 1<sup>st</sup>, 2012 to June 30<sup>th</sup>, 2012 resulted in a payment of \$640,000.00.
2. Payments will be made as follows:
  - a. the Province will make three (3) payments, as follows: \$640,000.00 on September 30th, 2012; \$640,000.00 on December 31st, 2012; and \$640,000.00 on March 31st, 2013;
  - b. any research or related work performed under paragraphs 9.01 (e) and (f) of Schedule A will be charged at following rates:  
\$550/day for analyst,  
\$800/day for Faculty member/Deputy Director,  
\$1000.00/day for Dr. Clyde Hertzman and Senior HELP Scholars;
  - c. notwithstanding paragraphs 2. (a) and (b) of this Schedule, in no event will the Financial Contribution payments payable to the University under this Agreement exceed in the aggregate the sum of \$2,560,000.00 in the 2012/13 fiscal year of the Province.

# Sponsored Research Agreement

Contract #XCE192393

Province of British Columbia  
Ministry of Children & Family Development

## Transfer Under Agreement for Research at a B.C. Public University

THIS AGREEMENT dated for reference the 16<sup>th</sup> day of June, 2010

BETWEEN:

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

(the "Province")

OF THE FIRST PART

AND:

University of British Columbia

(the "University")

OF THE SECOND PART

The parties to this Agreement agree as follows:

### SECTION 1—DEFINITIONS

1.01 Where used in this Agreement:

- (a) "Commercial" means being able to yield or make a profit, prepared, done, or acting with sole or chief emphasis on saleability, profit, or success;
- (b) "Financial Contribution" means the total aggregate funding value stipulated in Schedule B;
- (c) "Intellectual Property" means intangible (non-physical) property which includes scientific or scholarly discoveries, copyright, computer software, moral rights related to copyrighted materials, trademarks, official marks, domain names, patents, industrial designs, literary, artistic, musical or visual works and know-how;
- (d) "Material" means all findings, data, reports, documents, records and material, (both printed and electronic, including but not limited to, on hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by the University, or provided by or on behalf of the Province to, the University as a direct result of this Agreement, but does not include property owned by the University;
- (e) "Non-Commercial" means not being able to profit financially at any time from the Material under this Agreement between the Province and University, in the use of the Material by the following non-commercial users and their employees: government ministries, agencies, boards and commissions; educational institutions (such as public school boards, public post-secondary institutions, community and technical institutes); and non-profit organizations (such as public libraries, charities, and other organizations created for the promotion of educational, health or social services purposes);



- (f) “Personal Information” means recorded information, not including business contact information, about an identifiable individual;
- (g) “Principal Investigator” means the individual identified by the University as the person primarily responsible for the Research Project;
- (g) “Rebate” means a rebate of 67% on Federal Goods and Services Tax applicable to the University;
- (h) “Research Project” means the research project described in Schedule A; and
- (i) “Term” means the period commencing on the start date and expiring on the end date of the Agreement stipulated in the Schedule A.

## **SECTION 2—APPOINTMENT**

- 2.01 The Province retains the University to conduct the Research Project during the Term, both described in Schedule “A”.

## **SECTION 3—PAYMENT OF A FINANCIAL CONTRIBUTION**

- 3.01 Subject to the provisions of this Agreement, the Province will pay the University, in the amount and manner, and at the times set out in Schedule “B” attached to this Agreement.
- 3.02 Notwithstanding any other provision of this Agreement the payment of the Financial Contribution by the Province to the University pursuant to this Agreement is subject to:
- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* (“FAA”), to enable the Province, in any fiscal year when any payment of money by the Province to the University falls due pursuant to this Agreement, to make that payment; and
  - (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
- 3.03 The University is entitled to a Rebate from the Federal Government and will, therefore, charge to the Province only the non-refundable portion of Goods and Services Tax, as applicable to the Research Project, and as provided for within the Financial Contribution. Effective July 1, 2010, the Harmonized Sales Tax will apply to the Research Project, and as provided for within the Financial Contribution.

## **SECTION 4—REPRESENTATIONS AND WARRANTIES**

- 4.01 Subject to paragraph 4.04 (Disclaimer), the University represents and warrants to the Province with the intent that the Province will rely thereon in entering into this Agreement that:
- (a) all information, statements, documents and reports furnished or submitted by it to the Province in connection with this Agreement are true and correct;
  - (b) it has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement; and
  - (c) it is not in breach of, or in default under, any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it or its operations.
- 4.02 All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the University to the Province under this Agreement or in connection with any of the transactions contemplated hereby will be deemed to be representations and warranties by the University under this Agreement.
- 4.03 All representations, warranties, covenants and agreements made herein and all certificates, applications or other documents delivered by or on behalf of the University are material and will have been relied upon by the Province and will continue in

full force and effect during the continuation of this Agreement.

- 4.04 **Disclaimer.** The University makes no representations or warranties, either express or implied, regarding data or other results arising from the Research Project. The University specifically disclaims any implied warranty of non-infringement or merchantability or fitness for a particular purpose and the University will, in no event, be liable for any loss of profits, be they direct, consequential, incidental, or special or other similar damages arising from any defect, error or failure to perform, even if the University has been advised of the possibility of such damages. The Province acknowledges that the Research Project is of an experimental and exploratory nature, that no particular results can be guaranteed, and that the Province has been advised by the University to undertake its own due diligence with respect to all matters arising from this Agreement.

## **SECTION 5—RELATIONSHIP**

- 5.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 5.02 Each party will be an independent contractor and not the servant, employee or agent of the other party.
- 5.03 The University will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation.
- 5.04 The Province may, from time to time, give reasonable instructions to the University in relation to the carrying out of the Research Project, and the University will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement. Notwithstanding the foregoing, all changes to the scope and direction of the Agreement will be made with mutual agreement between the parties.

## **SECTION 6—UNIVERSITY’S OBLIGATIONS**

- 6.01 The University will:
- (a) carry out the Research Project in accordance with the terms of this Agreement during the Term stated in Schedule “A” of this Agreement;
  - (b) comply with the payment requirements set out in Schedule “B”, including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
  - (c) comply with all applicable laws;
  - (d) hire and retain only qualified staff;
  - (e) unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry out the Research Project;
  - (f) co-operate with the Province in making such public announcements regarding the Research Project and the details of this Agreement as the Province requests; and
  - (g) acknowledge the financial contribution made by the Province to the University for the Research Project in any Materials, by printing on each of the Materials the following statement: “We gratefully acknowledge the financial support of the Province of British Columbia through the Ministries of Children & Family Development, Education and Healthy Living and Sport.”

## **SECTION 7—RECORDS**

- 7.01 The University will:
- (a) establish and maintain accounting and administrative records to be used as the basis for the calculation of the Financial Contribution;
  - (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred; and
  - (c) permit the Province, for contract monitoring and audit purposes, at all reasonable times, upon reasonable notice, to enter

any premises used by the University to conduct the Research Project or keep any documents or records pertaining to the Research Project, in order for the Province to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and other Material, (both printed and electronic, including, but not limited to, on hard disk or diskettes), whether complete or not, that are produced, received or otherwise acquired by the University as a result of this Agreement.

- 7.02 The parties agree that the Province does not have control, for the purpose of the *Freedom of Information and Protection of Privacy Act*, of the records held by the University.

## **SECTION 8—STATEMENTS AND ACCOUNTING**

- 8.01 Within 3 months of being requested to do so by the Province in writing, the University will provide to the Province a financial statement documenting the expenditure of the Financial Contribution under this Agreement.
- 8.02 At the sole option of the Province, any portion of the Financial Contribution provided to the University under this Agreement and not expended at the end of the Agreement shall be retained by the University for supplemental research activities related to the Research Project.

## **SECTION 9—CONFLICT OF INTEREST**

- 9.01 The University must not knowingly allow its research personnel involved in performing the Research Project, to provide any services to any person in circumstances that could give rise to a conflict of interest between their duties to that person and their duties to the Province under this Agreement.

## **SECTION 10—CONFIDENTIALITY**

- 10.01 The University will treat as confidential all information or material which are clearly marked as confidential or proprietary when first disclosed (“Confidential Information”) by the Province and supplied to or obtained by the University, or any subcontractor, under this Agreement and will not, without the prior written consent of the Province, except as required by applicable law, permit its disclosure except to the extent that such disclosure is necessary to enable the University to fulfill its obligations under this Agreement. Confidential Information may also include information furnished during discussions or oral presentations if it is conspicuously identified as proprietary at the time and then transcribed or confirmed in writing within thirty (30) days, specifically describing what portions of such information is considered to be proprietary or confidential. However, the University is under no obligation to maintain the confidentiality of Confidential Information which the University can show:
- (a) is or subsequently becomes generally available to the public through no act or fault of the University;
  - (b) was in the possession of the University prior to its disclosure by the Province to the University;
  - (c) was lawfully acquired by the University from a third party who was not under an obligation of confidentiality to the Province; or
  - (d) is required by an order of a legal process to disclose, provided that the University gives the Province prompt and reasonable notification of such requirement prior to disclosure; or
  - (e) was independently developed by employees, agents or consultants of the University who had no knowledge of or access to the Province’s information as evidenced by the University’s records.
- 10.02 The University will ensure that the Principle Investigator of the Research Project acknowledges the confidentiality provisions in this Agreement and it is the responsibility of the Principle Investigators to ensure that all other employees engaged in the Research Project are aware of the confidentiality provisions in this Agreement.

## **SECTION 11—DEFAULT**

- 11.01 Any of the following events will constitute an Event of Default, namely:
- (a) the University fails to comply with any material provision of this Agreement;

- (b) subject to paragraph 4.04, any representation or warranty made by the University in accepting this Agreement is untrue or incorrect; or
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the University pursuant to or as a result of this Agreement is untrue or incorrect.

## **SECTION 12—TERMINATION**

- 12.01 Either party may terminate this Agreement for any reason by giving at least thirty (30) days prior written notice to the other.
- 12.02 Upon the occurrence of any Event of Default and at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its option, elect to do any one or more of the following:
  - (a) terminate this Agreement, in which case the payment of the amount required under paragraph 12.04 of this Agreement will discharge the Province of all liability to the University under this Agreement;
  - (b) require the Event of Default be remedied within a time period specified by the Province;
  - (c) suspend any installment of the Financial Contribution or any amount that is due to the University while the Event of Default continues;
  - (d) waive the Event of Default; and
  - (e) pursue any other remedy available at law or in equity.
- 12.03 The Province may also, at its option, terminate this Agreement immediately if the Province determines that the University's failure to comply places the health or safety of any person conducting the Research Project at immediate risk, and the payment of the amount required under paragraph 12.04 of this Agreement will discharge the Province of all liability to the University under this Agreement.
- 12.04 Where this Agreement is terminated before 100% completion of the Research Project, the Province will pay to the University all costs and liabilities, including uncancellable commitments, relating to the Research Project up to but no more than the Financial Contribution which have been incurred by the University as of the date of receipt of notice of termination or the date of termination, whichever is later.

## **SECTION 13—DISPUTE RESOLUTION**

- 13.01 All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

## **SECTION 14—INDEMNITY**

- 14.01 The Province will indemnify and save harmless the University, its Board of Governors, directors, officers, employees, faculty, students and agents from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the University, its Board of Governors, directors, officers, employees, students and agents may sustain, incur, suffer or put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Province, or of any agent, employee, officer or director of the Province pursuant to this Agreement.
- 14.02 The University will indemnify and save harmless the Province, its officers, directors, employees and agents from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer, or be put to at any time, either before or after the expiration or termination of this Agreement, where the same are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the University or its Board of Governors, directors, officers, employees, faculty, contractors, students or agents pursuant to this Agreement.

## **SECTION 15—ASSIGNMENT AND SUBCONTRACTING**

- 15.01 The University will not, without the prior, written consent of the Province:
- (a) assign, either directly or indirectly, this Agreement or any right of the University under this Agreement; or
  - (b) subcontract any obligation of the University under this Agreement.
- 15.02 No subcontract entered into by the University will relieve the University from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such subcontract.
- 15.03 This Agreement will be binding upon the Province and its assigns and the University, the University's successors and permitted assigns.

## **SECTION 16—OWNERSHIP AND PUBLICATION OF RESULTS AND INTELLECTUAL PROPERTY**

- 16.01 Any equipment, machinery or other property, provided by the Province to the University for the conduct of the Research Project under this Agreement will:
- (a) be the exclusive property of the Province; and
  - (b) forthwith be delivered by the University to the Province on written notice to the University requesting delivery of the same at the Province's costs, whether such a notice is given before, upon, or after the expiration or sooner termination of this Agreement.
- 16.02 The University will retain title to any equipment purchased with funds provided by the Province under this Agreement and the Province acknowledges that the University's insurance is applicable only to such equipment owned by the University.
- 16.03 The Province acknowledges and agrees that the University owns all right, title and interest in the Material produced under this Agreement and Intellectual Property arising from the Research Project under this Agreement.
- 16.04 The University hereby grants the Province a perpetual non-exclusive, irrevocable, world-wide, fully paid up and royalty-free license to use, make, copy, distribute, translate, practice, and reproduce the Material produced under this Agreement and Intellectual Property arising under this Agreement for scientific, educational, public good and other Non-Commercial uses. In addition, the University grants the Province the additional rights to incorporate all or portions of the Material produced under this Agreement in any reports created by the Province and to further develop the Research Project reports provided that the content of the Research Project reports is not materially modified without the written approval of the University. Upon the Province's request, the University will deliver documents satisfactory to the Province that waive in the Province's favour any moral rights to Research Project reports, as defined in "Schedule A", which the University's employees or contractors may have in said Research Project reports.
- 16.05 The University and its employees will not be restricted from presenting publications at symposia, national or regional professional meetings, or from publishing in journals or other publications, accounts of the work pertaining to this Agreement. Publications, conference presentations, symposia and all other dissemination of material pertaining to the work of this Agreement will recognize the Ministries of Children & Family Development, Education and Healthy Living & Sport.

## **SECTION 17—OTHER FUNDING**

- 17.01 The University will ensure that if the University's research personnel, involved in performing the Research Project, receives funding for or in respect of the Research Project from any person, firm, corporation or other government or government body, then the University will immediately provide the Province with details thereof.

## **SECTION 18—NOTICES**

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

Steven Yong – Research, Analysis and Evaluation Branch, Ministry of Children & Family Development  
Mailing Address: PO Box 9748 Stn Prov Govt, Victoria, British Columbia V8W 9S3  
Physical Address (Courier): 4th Floor - 777 Broughton Street, Victoria British Columbia,

Email: Steven.Yong@gov.bc.ca  
Phone: (250) 356-7456  
Fax: (250) 387-7618

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

Genevieve MacMillan, Human Early Learning Partnership  
Library Processing Centre  
440 - 2206 East Mall, Vancouver, BC V6T 1Z3  
Email: Genevieve.macmillan@ubc.ca  
Phone: (604) 822.2604  
Fax: (604) 822.0640

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

## **SECTION 19—NON-WAIVER—**

- 19.01 No term or condition of this Agreement and no breach by the University of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Province and the University.
- 19.02 The written waiver by the Province or any breach by the University of any term or condition of this Agreement will not be deemed to be a waiver of any other provision of any subsequent breach of the same or any other provision of this Agreement.

## **SECTION 20—ENTIRE AGREEMENT**

- 20.01 This Agreement including the Schedules constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

## **SECTION 21—SURVIVAL OF PROVISIONS**

- 21.01 All of the provisions of this Agreement in favour of the Province including, without limitation, paragraphs 3.02, 4.04, 7.01, 7.02, 8.02, 10.01, 12.04, 13.01, 14.01, 14.02, 16.01, 16.02, 16.03, 16.04, and all of the rights and remedies of the parties, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

## **SECTION 22—MISCELLANEOUS**

- 22.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 22.02 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 22.03 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 22.04 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 22.05 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Research Project that by statute, the University is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 22.06 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts may be delivered by facsimile transmission and such transmission shall be

considered an original.

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

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

SIGNED AND DELIVERED by the University or )  
an Authorized Representative of the University )

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SIGNED AND DELIVERED on behalf of the Province  
by an Authorized Representative of the Province

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Print Name of University Authorized Representative)

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Print Name of Authorized Representative)

(Signature)

)

(Signature)

## SCHEDULE A—RESEARCH PROJECT AND TERM

### 1) ADDITIONAL DEFINITIONS

- a) “Aboriginal Steering Committee” means a group of individuals of Aboriginal ancestry (First Nations – Status, Non-Status, on-reserve, off-reserve – Inuit and Métis peoples) who meet regularly to ensure HELP research activities are respectful and beneficial to Aboriginal children, families and communities concerned. HELP provides funding to support the activities of this group.
- b) “Annual EDI Implementation Activities” means that HELP will engage in EDI data collection, analysis, dissemination and capacity building on an annual basis.
- c) “Children First Initiatives” means a BC provincial community development initiative that incorporates a strength-based population health approach to improving outcomes for young children, 0-6 years, and their families.
- d) “Collaborative Sampling Framework” means a research framework that guides where researchers collect new data.
- e) “Community Trainer’s Network” means a network that consists of members of the ECD community in each of the school districts who work with HELP in the dissemination and local implications of the data.
- f) “Contract Manager (Contractor)” means the person designated by HELP to manage the contractor’s rights and obligations under this Agreement.
- g) “Contract Manager (Province)” means the person designated by the Province to manage our rights and obligations under this Agreement.
- h) “Data dictionary” means a complete list of fields with field position number, field name, field type (for example, character, numeric, date) and length, a description of the field in plain English (e.g. description of dummy variables, treatment of missing and/or unknown records, specific date formats (eg. YY/MM/DD, YY/DD/MM, etc), in two formats: 1) listed by ascending field position number, 2) listed alphabetically by field name.
- i) “Developmental trajectories” refers to research that involves the linking of EDI in kindergarten to the Grade 4 and, when possible, the Grade 7 Foundation Skills Assessment data.
- j) “ECD” means early child development.
- k) “EDI” means Early Development Instrument.
- l) “EDI Mapping” means HELP’s Early Child Development (ECD) Mapping Unit produces a range of maps that show the results of the Early Development Instrument (EDI), community assets and socio-economic data.
- m) “First Call” means a cross-sectoral, non-partisan coalition. The coalition is made up of over 80 provincial organizations and 25 mobilized communities. In addition, First Call has a network of hundreds of community groups and individuals.
- n) “HELP” means the Human Early Learning Partnership (HELP) which is a collaborative, interdisciplinary research consortium consisting of researchers from BC’s five universities including the two UBC campuses (Point Grey and Okanagan) that contributes to new knowledge in early child development (ECD) and enhances the quality of children’s early years.
- o) “MCFD” means B.C. Provincial Ministry of Children & Family Development.
- p) “MEd” means B.C. Provincial Ministry of Education.
- q) “MHLS” means B.C. Provincial Ministry of Healthy Living and Sport.
- r) “MOHS” means B.C. Provincial Ministry of the Health Services.
- s) “OCAP” means the First Nations Principles of OCAP (Ownership, Control, Access and Possession). Specifically that First Nations control data collection processes in their communities, and own, protect and control how their information is used. These rights are fundamentally tied to self-determination and to the preservation and development of their culture.
- t) “Province” means the Ministries of Children and Family Development, Education and Healthy Living and Sport.
- u) “Second Order Data Analysis” refers to exploratory analysis of EDI that answers questions that arise from basic descriptive analysis of the EDI.
- v) “SES” means socio-economic status.
- w) “Success by Six®” means a province-wide joint initiative of United Ways, Credit Unions of BC, and the BC Government through the Ministry of Children and Family Development, and community leaders.



- x) “Tele-training” means a distance program for training school district and community trainers and teachers in EDI implementation and survey completion.

## **2. COMMUNICATION PROTOCOL:**

- 2.01 Communication regarding the administration of this agreement (e.g., contract management, funding, additional research requirements, negotiations) between the Human Early Learning Partnership (HELP) and the Province should flow through the Province’s Contract Manager and the HELP’s Contract Manager.
- 2.02 Communication regarding the content of this agreement (e.g., content of reports, communication regarding research, inquiries/requests related to existing deliverables, etc.) between the Human Early Learning Partnership (HELP) and the Province should flow through the Province’s Contract Manager and the HELP Content Manager.
- 2.03 Any issues pertaining to any part of this agreement raised by either the Province or HELP must be directed through the Province’s Contract Manager or HELP’s Contract and/or Content Manager(s). Issues raised by either party will be responded to within five business days of receipt unless otherwise mutually agreed upon.

Province Contract Manager: Steven Yong, Research, Analysis and Evaluation Branch, MCFD  
Mailing Address: PO Box 9748 Stn Prov Govt  
Victoria, BC V8W 9S3

Physical (Courier) Address: 4th Floor – 777 Broughton Street  
Victoria, B.C.

Email: [Steven.Yong@gov.bc.ca](mailto:Steven.Yong@gov.bc.ca)  
Phone: 250-356-7456  
Fax: 250-387-7618

HELP Contract Manager: Genevieve MacMillan  
Address: Library Processing Centre  
440 - 2206 East Mall  
Vancouver, BC V6T 1Z3  
Email: [genevieve.macmillan@ubc.ca](mailto:genevieve.macmillan@ubc.ca)  
Phone: 604-822-2604  
Fax: 604.822.0640

HELP Content Manager: Joanne Schroeder  
Address: Library Processing Centre  
440 – 2206 East Mall  
Vancouver, BC V6T 1Z3  
Email: [joanne.schroeder@ubc.ca](mailto:joanne.schroeder@ubc.ca)  
Phone: 604-827-5396  
Fax: 604.822.0640

## **3. TERM OF AGREEMENT**

- 3.01 The term of the agreement will be June 16, 2010, to March 31, 2011.
- 3.02 The agreement may be extended and modified for two additional one-year terms. Extension is at the Province’s sole discretion.
- 3.03 HELP and the Province will meet no later than October 15 of each year to determine the budget and deliverables for future years, and if a modification to this Agreement is necessary under section 3.02 above.

## **4. ANNUAL EDI IMPLEMENTATION ACTIVITIES**

- 4.01 HELP will administer the EDI in B.C. School Districts, Band Schools and independent private schools with the capacity and willingness to participate in the data collection/analysis process during the 2010/11 school year, including but not limited to:
- a. Collecting EDI data from all School Districts, Band Schools and independent schools with the capacity and willingness to participate, completing electronic input of all data and ensure data are complete and ready for analysis, and ensuring that the data are linkable to other individual data sources, including Personal Education Numbers;

- b. Maintaining supportive and collaborative relationships with School Districts, Band Schools and independent private schools with the capacity and willingness to participate to implement annual EDI in a coordinated, collaborative and consultative way; and
  - c. Provision of infrastructure for HELP's consortium universities is based on their capacity, willingness, and HELP Affiliate's availability to engage in the Research Project. The Consortium Research Affiliates contribute to a broad understanding of the determinants of health related to early child development including: Aboriginal, rural, immigrant and refugee, and early learning determinants. Consortium Research Affiliates also participate in the examination of the reliability and validity of the EDI; facilitation of EDI sub-scale development; and capacity building in local communities.
- 4.02 HELP will provide a summary of any cost-savings related to Teacher-On-Call costs to the Province, and return the unspent budget to the Province by June 30, 2011.
- 5. ANNUAL EDI DATA ANALYSIS, MAPPING & DISSEMINATION ACTIVITIES**
  - 5.01 HELP will perform ongoing, collaborative data analysis, mapping and dissemination activities related to the EDI in B.C.
  - 5.02 **Annual EDI Data Analysis** activities performed by HELP will include, but are not limited to:
    - a. Ensuring data quality, data cleaning, simple descriptive statistics, and creation of school and community summaries; and
    - b. Preparing a descriptive report of systematic data gathering related to the impact of EDI provincially.
  - 5.03 **Annual EDI Mapping Activities** performed by HELP will include, but are not limited to:
    - a. Converting analyzed EDI data into community, regional (e.g. MCFD Regions, MEd School Districts, Health Authorities, etc.), and Provincial maps in collaboration with B.C. School Districts, Band Schools and independent schools as requested by the Province;
    - b. Mapping locations of programs such as Aboriginal Headstart, Infant Development program, Family Resource Programs, Hubs, ECD tables, child care services, full-day kindergarten locations and StrongStart BC early learning programs (where data available); and
    - c. Conducting spatial data analyses using Geographical Information Systems (GIS) software.
  - 5.04 **District/Community Support and Outreach**

For each participating school district, Band School and/or independent school HELP will:

    - a. Provide provincial support for school districts and communities related to privacy issues stemming from HELP research;
    - b. Facilitate a broad program of support to communities through the Provincial Community Development Manager, which will be tailored to the unique needs of each community. HELP staff will provide local presentations upon request as well as proactively offer written reports and training on specific components of HELP's research; and
    - c. Perform outreach if required to not only geographic communities, but also to organizational and special-interest communities.
  - 5.05 **Annual EDI Training & Collaboration**

Annual EDI Training and Collaboration activities performed by HELP will include but are not limited to:

**Teacher Training and Implementation:**

    - a. Providing tele-training to a team of regional trainers across B.C.;
    - b. Providing tele-training, where required, for kindergarten teachers who are to administer the EDI; and
    - c. Providing compensation to school districts for the teachers' release time to complete the surveys and participate in tele-training, and an administrative stipend for staff support.

**Training, Networking and Communication:**

    - d. Maintaining a teacher training Web site with materials for annual training;
    - e. Maintaining a teacher, community, stakeholder Web site for timely access to specific information related to EDI Implementation which includes easily accessible resources;
    - f. Providing an annual Fall/Winter newsletter to teachers and school districts (additional newsletters may be provided on an ad hoc basis);

- g. Establishing a community trainers' network, consisting of both community- and school-based trainers (in each of B.C.'s 59 school districts) who will act as supporting representatives of HELP to teachers, school district staff and communities (e.g. Local trainers will support kindergarten teacher training, provide presentations of local research results and field questions from local communities about the work of HELP); and
- h. Providing honoraria for community trainers engaged in training.

#### 5.06 **Annual EDI Dissemination**

Annual EDI Dissemination activities performed by HELP will include, but are not limited to:

- a. Assisting communities, School Districts and Provincial staff, in understanding and using the maps;
- b. Meeting with B.C. School Districts, Band Schools, independent schools, education stakeholder groups and Provincial staff about the implementation of and impact of EDI and setting targets;
- c. Meeting and working with the existing network of local intersectoral ECD coalitions, including Children First Initiatives, First Call, and Success by Six®, throughout the Province to facilitate the use of community maps in planning and policy, in communities and regions across BC. HELP will provide a list of community networks/coalitions that are consulted and provided with training to the Province upon request; and
- d. Creating online resources to facilitate the use of EDI data, maps and reports in community mobilization and early child development planning.

### **6. ABORIGINAL EDI COLLABORATION & MAPPING**

6.01 HELP will continue to collaborate with Aboriginal communities, leaders, and organizations regarding Aboriginal EDI & Mapping activities performed by HELP. Aboriginal EDI Collaboration and Mapping activities performed by HELP will include, but are not limited to:

- a. Continuing to meet and collaborate with Aboriginal provincial and community organizations. A list of consulted Aboriginal agencies, organizations, etc. will be provided to the Province by HELP upon request;
- b. Disseminating findings publicly, consistent with the principles of OCAP and in collaboration with the Aboriginal Steering Committee, from the ECD Mapping Project to understand the benefits and challenges of community mapping for Aboriginal communities;
- c. Mapping Aboriginal Nation Language group boundaries consistent with the principles of OCAP and in collaboration with the Aboriginal Steering Committee which includes EDI data for Aboriginal and Non-Aboriginal children, Head Start programs, school locations and socio-economic data for the province;
- d. Developing an understanding of the community development and knowledge translation needs of Aboriginal communities regarding early child development consistent with the principles of OCAP and in collaboration with the Aboriginal Steering Committee;
- e. Maintaining an open dialogue (through meetings, correspondence, etc.) with the Aboriginal Steering Committee to develop appropriate strategies and approaches for implementing the EDI in Aboriginal communities across the province; and
- f. Ensuring the Province is included (in an ex-officio capacity) in Aboriginal Steering Committee meetings, to maintain an open dialogue on the status of implementation of the EDI in Aboriginal communities consistent with the principles of OCAP and in collaboration with the Aboriginal Steering Committee.

### **7. PROVINCIAL ACCESS TO EDI DATA**

7.01 HELP will facilitate, support and provide the Province with access to individual-level, linkable EDI data for the 2010/11, school year. HELP will provide access by:

- a. Revising the existing UBC-School District and School Information Sharing Agreement to clearly identify HELP as the data stewards for the EDI and include a clause stating HELP's intention to share individual-level data with the Province;
- b. Supporting discussions between the Province and the Aboriginal Steering Committee regarding access to Band School EDI data under the principles of OCAP;
- c. Revising communications with School Districts and Schools (letters to parents, kindergarten teachers and superintendents) to indicate that HELP will be the EDI data steward and include a clause stating HELP's intention to share individual-level data with the Province;

- d. Drafting an "Information Sharing Agreement for Research Purposes" (UBC–Ministry) in collaboration with the Province to facilitate provincial access; and
- e. Communicating with participating School Districts, Band Schools and independent schools regarding the change to the data access agreements and parent correspondence.

## **8. TECHNICAL LIAISON AND DATA ANALYSIS**

8.01 HELP will assist the Province in obtaining access to and understanding of EDI data through the following means:

- a. Provide a data dictionary to the Province, concurrently tied to the individual-level, linkable EDI data, with updated data descriptions provided if changes to any fields in the raw EDI data are made;
- b. Collaborate with the Province on delivering a staged training process (e.g. three sessions over three months) once access to the data becomes available, according to Provincial need and deliver training to up to ten Provincial staff to include but not limited to the technical aspects of understanding, constructing, calculating, aggregating, analyzing and linking EDI data, as requested by the Province, to commence within two months after the transfer of the individual-level EDI data;
- c. Deliver up to ten days annually (80 hours) of technical consultation in relation to the EDI data, as requested by the Province, at a mutually agreed time and location; and
- d. Identify a technical liaison and contact for the Province for technical questions related to EDI and methodology.

## **9. SECOND ORDER EDI DATA ANALYSIS**

9.01 HELP will conduct second order EDI data analyses, including but not limited to:

- a. In collaboration with the Province, and after conducting Phase I analyses into the predictive power of the EDI for academic success in the Grade 4 Fundamental Skills Assessment (FSA) during fiscal 2009/10, conducting Phase II analyses, including investigating the range of trajectories at the school district level in the province; identifying the determinants of FSA success at kindergarten according to the EDI; utilizing raw scores as an alternate to the categorical (a. does not meet expectations; b. meets expectations; c. exceeds expectations) for determining success; Phase III - investigating the determinants of school success or the ability to predict success using other sources of data; determining the influence of early health challenges on EDI and subsequent FSA success;
- b. In collaboration with the Province, developing, implementing and reporting to the Province on a longitudinal full-day kindergarten study to assess the difference in developmental trajectories between children who attend full-day kindergarten and those who do not;
- c. Exploring how EDI data are influenced by family, neighborhood and service factors (e.g., gender differences, teacher differences, demographic changes, community context, language group differences, etc.);
- d. Evaluating population-based patterns, trends and influences on healthy child development and developmental vulnerability;
- e. Performing cross-sectional statistical analysis at the neighborhood and school levels using EDI and socio-economic status (SES) data;
- f. Conducting detailed analyses about the EDI subscales, in addition to the five scales about which HELP typically reports;
- g. Collaborating with the Province regarding setting target performance measures;
- h. Ongoing development of models and statistical procedures to explore the determinants of child development and how the state of children's development at kindergarten entry is mediated/modified by SES, ethnic and/or neighborhood/school contextual factors;
- i. Performing statistical analysis on EDI data, including but not limited to the ecological reliability and validity of the EDI as a measure of development for single waves and a comparative analyses on the EDI Waves/years, including discussion on the validity and reliability of comparisons over time at provincial, regional, school district and community levels;
- j. Reporting to the Province through a dialogue session held before September 30, 2010, on the results of the Collaborative Sampling Framework research in select B.C. communities;
- k. Assisting with ad-hoc research issues identified by the Province related to EDI at an additional cost as outlined in Schedule B. HELP must provide the Province with a written estimate of any ad-hoc research prior to commencement of

any ad-hoc research. Prior to the start of the ad-hoc research, the Province and the Contractor will confirm in writing the resources that are available to support the ad-hoc research; and

- l. Collaborating with the Province to identify and conduct any other research analysis or studies at an additional cost as outlined in Schedule B to the satisfaction of the Province. The Province must approve in writing any additional work and costs in advance of any work being completed.

## 10. PRIVACY

- 10.01 HELP is responsible for ensuring that all research, analysis and activities conducted under this Agreement will remain compliant with all aspects of the British Columbia's *Freedom of Information and Protection of Privacy Act* (FIPPA) and *Personal Information Protection Act* (PIPA).

## 11. REPORTING REQUIREMENTS

### REPORTING TIMELINE

- 11.01 HELP will provide semi-annual reports during the Agreement Term to the Province as follows:

- a. June 16th through September 30th must be provided by October 31st; and
- b. October 1st through March 31st must be provided by April 30th.

### REPORTING CONTENT

- 11.02 HELP will prepare and provide semi-annual reports to the Province according to the schedule outlined above, which will include (but are not limited to) summaries of the following topics/areas of research:

- a. **Annual EDI Data Implementation Activities** (outlined in sections 4.01 a and b), which include, but are not limited to:
  - i. Itemized list of School Districts and schools surveyed;
  - ii. Number of students surveyed; and
  - iii. Number of teachers participating.
- b. **Annual EDI Data Analysis, Mapping & Dissemination Activities** (outlined in sections 5.01 through 5.04) which include, but are not limited to:
  - i. One- to two-page summaries/abstracts of data analysis activities, including description of research question, methodology, findings and policy implications/recommendations;
  - ii. Hyperlinks or electronic copies of maps of EDI results and socio-demographic data on a:
    01. Neighborhood level;
    02. MEd School District level;
    03. MHLS Local Health Authority level;
    04. MHLS Health Authority level;
    05. MHLS Health Service Delivery areas;
    06. MCFD Regional level;
    07. Provincial level; and
    08. Any other unit of analysis identified and agreed upon as pertinent by either HELP or the Province.
  - iii. An annual provincial summary of EDI results including the presentation and analysis of the five (5) scales and sub-scales of the EDI and overall vulnerability figures.
- c. **Aboriginal EDI Collaboration & Mapping Activities** (outlined in section 6.01), which may include, but are not limited to:
  - i. Listing Aboriginal provincial and community organizations involved in consultations;
  - ii. Summaries of meetings, findings, etc. from the Aboriginal Steering Committee meetings;

- iii. Provincial, MCFD Regional, neighbourhood and school district level vulnerability rates for Aboriginal children in B.C. based on all available data consistent with the principles of OCAP and in collaboration with the Aboriginal Steering Committee;
  - iv. Number of Aboriginal children participating in the EDI (on a community basis consistent with the principles of OCAP and in collaboration with the Aboriginal Steering Committee);
  - v. Summaries of findings from the Aboriginal ECD Mapping Project; and
  - vi. Summaries of community development and knowledge translation needs of Aboriginal communities identified.
- d. **Second Order EDI Data Analyses** activities (outlined in sections 9.01 a through i), including but not limited to:
- i. One- to two-page summaries/abstracts of research and data analysis activities, including description of research question, methodology and analysis, findings and policy implications/recommendations (with the modified data and descriptions of the data, used to generate the research results, available upon request).

#### **GENERAL REPORTING REQUIREMENTS:**

11.03 HELP will conduct the following general reporting activities, which may include, but are not limited to:

- a. Providing recommendations upon request to the Province regarding ECD resources and allocations to address gaps in services based on current research findings;
- b. Preparing and conducting ad hoc presentations upon request to the Province, including Cabinet, Deputy Ministers and executive staff regarding HELP's research activities and findings, with a focus on how research can be used to influence policy;
- c. Conducting semi-annual Policy Research meetings within 45 days of submitting reports (outlined in section 11.01) with the Province to present and discuss upcoming policy needs, and opportunities and challenges for integration with EDI data;
- d. Notifying the Province reasonably in advance of research announcements or public presentations of the research or other work related to EDI and other Provincial ECD programs to provide the opportunity for Provincial participation; and
- e. Any other general reporting activities identified by the Province and agreed to by HELP.

## SCHEDULE B—FINANCIAL CONTRIBUTION

1. The Province agrees to provide to the University the amount of \$2,812,552 during the Term of the Agreement, as per the following budget breakdown:

Human Early Learning Partnership Budget (April 1, 2010 - Mar.31, 2011)		
Schedule A Section	Section Heading	Funding
4	ANNUAL EDI IMPLEMENTATION ACTIVITIES	\$ 1,183,102
5	ANNUAL EDI DATA ANALYSIS, MAPPING & DISSEMINATION ACTIVITIES	\$ 472,346
6	ABORIGINAL EDI COLLABORATION & MAPPING	\$ 511,204
7	PROVINCIAL ACCESS TO EDI DATA	\$ 57,834
8	TECHNICAL LIAISON AND DATA ANALYSIS	\$ 75,592
9	SECOND ORDER EDI DATA ANALYSIS	\$ 403,717
10	PRIVACY	\$ 30,236
11	REPORTING REQUIREMENTS	\$ 78,521
All	GRAND TOTAL FOR 2010/2011	\$ 2,812,552

2. Payments will be made as follows:

- a. The Province will make four (4) payments, as follows; Quarterly in the fiscal year of the Province during the Term of the Agreement: that is, \$703,138 on June 30, 2010; \$703,138 on September 30, 2010; \$703,138 on December 31, 2010; and \$703,138 on March 31, 2011.
- b. Any research or related work performed under sections 9.01 (k) and (l) of the Schedule A will be charged at the rate of:

**For Simple EDI analysis:**

\$550/day for analyst

**For Second Order Analysis:**

\$550/day plus \$800/day for Faculty member/Deputy Director

**For Complex Second Order Analyses:**

\$550/day for analyst plus

\$800/day for Faculty member/Deputy Director plus

\$1000/day for Dr. Hertzman/Senior HELP Scholar

- c. Notwithstanding paragraphs 2. (a) and (b) of this Schedule, in no event will the financial contribution payments payable to the University, in accordance with paragraphs 2. (a) and (b) of this schedule, exceed in the aggregate of \$2,887,552 in the 2010/11 fiscal year of the Province.

# Sponsored Research Agreement

Contract #XCE192393

Province of British Columbia  
Ministry of Children & Family Development

## Transfer Under Agreement for Research at a B.C. Public University

THIS AGREEMENT dated for reference the 16<sup>th</sup> day of June, 2010

BETWEEN:

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

(the "Province")

OF THE FIRST PART

AND:

University of British Columbia

(the "University")

OF THE SECOND PART

The parties to this Agreement agree as follows:

### SECTION 1—DEFINITIONS

1.01 Where used in this Agreement:

- (a) "Commercial" means being able to yield or make a profit, prepared, done, or acting with sole or chief emphasis on saleability, profit, or success;
- (b) "Financial Contribution" means the total aggregate funding value stipulated in Schedule B;
- (c) "Intellectual Property" means intangible (non-physical) property which includes scientific or scholarly discoveries, copyright, computer software, moral rights related to copyrighted materials, trademarks, official marks, domain names, patents, industrial designs, literary, artistic, musical or visual works and know-how;
- (d) "Material" means all findings, data, reports, documents, records and material, (both printed and electronic, including but not limited to, on hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by the University, or provided by or on behalf of the Province to, the University as a direct result of this Agreement, but does not include property owned by the University;
- (e) "Non-Commercial" means not being able to profit financially at any time from the Material under this Agreement between the Province and University, in the use of the Material by the following non-commercial users and their employees: government ministries, agencies, boards and commissions; educational institutions (such as public school boards, public post-secondary institutions, community and technical institutes); and non-profit organizations (such as public libraries, charities, and other organizations created for the promotion of educational, health or social services purposes);



- (f) "Personal Information" means recorded information, not including business contact information, about an identifiable individual;
- (g) "Principal Investigator" means the individual identified by the University as the person primarily responsible for the Research Project;
- (g) "Rebate" means a rebate of 67% on Federal Goods and Services Tax applicable to the University;
- (h) "Research Project" means the research project described in Schedule A; and
- (i) "Term" means the period commencing on the start date and expiring on the end date of the Agreement stipulated in the Schedule A.

## SECTION 2—APPOINTMENT

- 2.01 The Province retains the University to conduct the Research Project during the Term, both described in Schedule "A".

## SECTION 3—PAYMENT OF A FINANCIAL CONTRIBUTION

- 3.01 Subject to the provisions of this Agreement, the Province will pay the University, in the amount and manner, and at the times set out in Schedule "B" attached to this Agreement.
- 3.02 Notwithstanding any other provision of this Agreement the payment of the Financial Contribution by the Province to the University pursuant to this Agreement is subject to:
  - (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal year when any payment of money by the Province to the University falls due pursuant to this Agreement, to make that payment; and
  - (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
- 3.03 The University is entitled to a Rebate from the Federal Government and will, therefore, charge to the Province only the non-refundable portion of Goods and Services Tax, as applicable to the Research Project, and as provided for within the Financial Contribution. Effective July 1, 2010, the Harmonized Sales Tax will apply to the Research Project, and as provided for within the Financial Contribution.

## SECTION 4—REPRESENTATIONS AND WARRANTIES

- 4.01 Subject to paragraph 4.04 (Disclaimer), the University represents and warrants to the Province with the intent that the Province will rely thereon in entering into this Agreement that:
  - (a) all information, statements, documents and reports furnished or submitted by it to the Province in connection with this Agreement are true and correct;
  - (b) it has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement; and
  - (c) it is not in breach of, or in default under, any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it or its operations.
- 4.02 All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the University to the Province under this Agreement or in connection with any of the transactions contemplated hereby will be deemed to be representations and warranties by the University under this Agreement.
- 4.03 All representations, warranties, covenants and agreements made herein and all certificates, applications or other documents delivered by or on behalf of the University are material and will have been relied upon by the Province and will continue in

full force and effect during the continuation of this Agreement.

- 4.04 **Disclaimer.** The University makes no representations or warranties, either express or implied, regarding data or other results arising from the Research Project. The University specifically disclaims any implied warranty of non-infringement or merchantability or fitness for a particular purpose and the University will, in no event, be liable for any loss of profits, be they direct, consequential, incidental, or special or other similar damages arising from any defect, error or failure to perform, even if the University has been advised of the possibility of such damages. The Province acknowledges that the Research Project is of an experimental and exploratory nature, that no particular results can be guaranteed, and that the Province has been advised by the University to undertake its own due diligence with respect to all matters arising from this Agreement.

## **SECTION 5—RELATIONSHIP**

- 5.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 5.02 Each party will be an independent contractor and not the servant, employee or agent of the other party.
- 5.03 The University will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation.
- 5.04 The Province may, from time to time, give reasonable instructions to the University in relation to the carrying out of the Research Project, and the University will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement. Notwithstanding the foregoing, all changes to the scope and direction of the Agreement will be made with mutual agreement between the parties.

## **SECTION 6—UNIVERSITY'S OBLIGATIONS**

- 6.01 The University will:
- (a) carry out the Research Project in accordance with the terms of this Agreement during the Term stated in Schedule "A" of this Agreement;
  - (b) comply with the payment requirements set out in Schedule "B", including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
  - (c) comply with all applicable laws;
  - (d) hire and retain only qualified staff;
  - (e) unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry out the Research Project;
  - (f) co-operate with the Province in making such public announcements regarding the Research Project and the details of this Agreement as the Province requests; and
  - (g) acknowledge the financial contribution made by the Province to the University for the Research Project in any Materials, by printing on each of the Materials the following statement: "We gratefully acknowledge the financial support of the Province of British Columbia through the Ministries of Children & Family Development, Education and Healthy Living and Sport."

## **SECTION 7—RECORDS**

- 7.01 The University will:
- (a) establish and maintain accounting and administrative records to be used as the basis for the calculation of the Financial Contribution;
  - (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred; and
  - (c) permit the Province, for contract monitoring and audit purposes, at all reasonable times, upon reasonable notice, to enter

any premises used by the University to conduct the Research Project or keep any documents or records pertaining to the Research Project, in order for the Province to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and other Material, (both printed and electronic, including, but not limited to, on hard disk or diskettes), whether complete or not, that are produced, received or otherwise acquired by the University as a result of this Agreement.

- 7.02 The parties agree that the Province does not have control, for the purpose of the *Freedom of Information and Protection of Privacy Act*, of the records held by the University.

## **SECTION 8—STATEMENTS AND ACCOUNTING**

- 8.01 Within 3 months of being requested to do so by the Province in writing, the University will provide to the Province a financial statement documenting the expenditure of the Financial Contribution under this Agreement.
- 8.02 At the sole option of the Province, any portion of the Financial Contribution provided to the University under this Agreement and not expended at the end of the Agreement shall be retained by the University for supplemental research activities related to the Research Project.

## **SECTION 9—CONFLICT OF INTEREST**

- 9.01 The University must not knowingly allow its research personnel involved in performing the Research Project, to provide any services to any person in circumstances that could give rise to a conflict of interest between their duties to that person and their duties to the Province under this Agreement.

## **SECTION 10—CONFIDENTIALITY**

- 10.01 The University will treat as confidential all information or material which are clearly marked as confidential or proprietary when first disclosed ("Confidential Information") by the Province and supplied to or obtained by the University, or any subcontractor, under this Agreement and will not, without the prior written consent of the Province, except as required by applicable law, permit its disclosure except to the extent that such disclosure is necessary to enable the University to fulfill its obligations under this Agreement. Confidential Information may also include information furnished during discussions or oral presentations if it is conspicuously identified as proprietary at the time and then transcribed or confirmed in writing within thirty (30) days, specifically describing what portions of such information is considered to be proprietary or confidential. However, the University is under no obligation to maintain the confidentiality of Confidential Information which the University can show:
- (a) is or subsequently becomes generally available to the public through no act or fault of the University;
  - (b) was in the possession of the University prior to its disclosure by the Province to the University;
  - (c) was lawfully acquired by the University from a third party who was not under an obligation of confidentiality to the Province; or
  - (d) is required by an order of a legal process to disclose, provided that the University gives the Province prompt and reasonable notification of such requirement prior to disclosure; or
  - (e) was independently developed by employees, agents or consultants of the University who had no knowledge of or access to the Province's information as evidenced by the University's records.
- 10.02 The University will ensure that the Principle Investigator of the Research Project acknowledges the confidentiality provisions in this Agreement and it is the responsibility of the Principle Investigators to ensure that all other employees engaged in the Research Project are aware of the confidentiality provisions in this Agreement.

## **SECTION 11—DEFAULT**

- 11.01 Any of the following events will constitute an Event of Default, namely:
- (a) the University fails to comply with any material provision of this Agreement;

- (b) subject to paragraph 4.04, any representation or warranty made by the University in accepting this Agreement is untrue or incorrect; or
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the University pursuant to or as a result of this Agreement is untrue or incorrect.

## **SECTION 12—TERMINATION**

- 12.01 Either party may terminate this Agreement for any reason by giving at least thirty (30) days prior written notice to the other.
- 12.02 Upon the occurrence of any Event of Default and at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its option, elect to do any one or more of the following:
  - (a) terminate this Agreement, in which case the payment of the amount required under paragraph 12.04 of this Agreement will discharge the Province of all liability to the University under this Agreement;
  - (b) require the Event of Default be remedied within a time period specified by the Province;
  - (c) suspend any installment of the Financial Contribution or any amount that is due to the University while the Event of Default continues;
  - (d) waive the Event of Default; and
  - (e) pursue any other remedy available at law or in equity.
- 12.03 The Province may also, at its option, terminate this Agreement immediately if the Province determines that the University's failure to comply places the health or safety of any person conducting the Research Project at immediate risk, and the payment of the amount required under paragraph 12.04 of this Agreement will discharge the Province of all liability to the University under this Agreement.
- 12.04 Where this Agreement is terminated before 100% completion of the Research Project, the Province will pay to the University all costs and liabilities, including uncancellable commitments, relating to the Research Project up to but no more than the Financial Contribution which have been incurred by the University as of the date of receipt of notice of termination or the date of termination, whichever is later.

## **SECTION 13—DISPUTE RESOLUTION**

- 13.01 All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

## **SECTION 14—INDEMNITY**

- 14.01 The Province will indemnify and save harmless the University, its Board of Governors, directors, officers, employees, faculty, students and agents from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the University, its Board of Governors, directors, officers, employees, students and agents may sustain, incur, suffer or put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Province, or of any agent, employee, officer or director of the Province pursuant to this Agreement.
- 14.02 The University will indemnify and save harmless the Province, its officers, directors, employees and agents from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer, or be put to at any time, either before or after the expiration or termination of this Agreement, where the same are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the University or its Board of Governors, directors, officers, employees, faculty, contractors, students or agents pursuant to this Agreement.

## **SECTION 15—ASSIGNMENT AND SUBCONTRACTING**

- 15.01 The University will not, without the prior, written consent of the Province:
- (a) assign, either directly or indirectly, this Agreement or any right of the University under this Agreement; or
  - (b) subcontract any obligation of the University under this Agreement.
- 15.02 No subcontract entered into by the University will relieve the University from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such subcontract.
- 15.03 This Agreement will be binding upon the Province and its assigns and the University, the University's successors and permitted assigns.

## **SECTION 16—OWNERSHIP AND PUBLICATION OF RESULTS AND INTELLECTUAL PROPERTY**

- 16.01 Any equipment, machinery or other property, provided by the Province to the University for the conduct of the Research Project under this Agreement will:
- (a) be the exclusive property of the Province; and
  - (b) forthwith be delivered by the University to the Province on written notice to the University requesting delivery of the same at the Province's costs, whether such a notice is given before, upon, or after the expiration or sooner termination of this Agreement.
- 16.02 The University will retain title to any equipment purchased with funds provided by the Province under this Agreement and the Province acknowledges that the University's insurance is applicable only to such equipment owned by the University.
- 16.03 The Province acknowledges and agrees that the University owns all right, title and interest in the Material produced under this Agreement and Intellectual Property arising from the Research Project under this Agreement.
- 16.04 The University hereby grants the Province a perpetual non-exclusive, irrevocable, world-wide, fully paid up and royalty-free license to use, make, copy, distribute, translate, practice, and reproduce the Material produced under this Agreement and Intellectual Property arising under this Agreement for scientific, educational, public good and other Non-Commercial uses. In addition, the University grants the Province the additional rights to incorporate all or portions of the Material produced under this Agreement in any reports created by the Province and to further develop the Research Project reports provided that the content of the Research Project reports is not materially modified without the written approval of the University. Upon the Province's request, the University will deliver documents satisfactory to the Province that waive in the Province's favour any moral rights to Research Project reports, as defined in "Schedule A", which the University's employees or contractors may have in said Research Project reports.
- 16.05 The University and its employees will not be restricted from presenting publications at symposia, national or regional professional meetings, or from publishing in journals or other publications, accounts of the work pertaining to this Agreement. Publications, conference presentations, symposia and all other dissemination of material pertaining to the work of this Agreement will recognize the Ministries of Children & Family Development, Education and Healthy Living & Sport.

## **SECTION 17—OTHER FUNDING**

- 17.01 The University will ensure that if the University's research personnel, involved in performing the Research Project, receives funding for or in respect of the Research Project from any person, firm, corporation or other government or government body, then the University will immediately provide the Province with details thereof.

## **SECTION 18—NOTICES**

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

Steven Yong – Research, Analysis and Evaluation Branch, Ministry of Children & Family Development  
Mailing Address: PO Box 9748 Stn Prov Govt, Victoria, British Columbia V8W 9S3  
Physical Address (Courier): 4th Floor - 777 Broughton Street, Victoria British Columbia,

Email: Steven.Yong@gov.bc.ca  
Phone: (250) 356-7456  
Fax: (250) 387-7618

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

Genevieve MacMillan, Human Early Learning Partnership  
Library Processing Centre  
440 - 2206 East Mall, Vancouver, BC V6T 1Z3  
Email: Genevieve.macmillan@ubc.ca  
Phone: (604) 822.2604  
Fax: (604) 822.0640

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

#### **SECTION 19—NON-WAIVER—**

- 19.01 No term or condition of this Agreement and no breach by the University of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Province and the University.
- 19.02 The written waiver by the Province or any breach by the University of any term or condition of this Agreement will not be deemed to be a waiver of any other provision of any subsequent breach of the same or any other provision of this Agreement.

#### **SECTION 20—ENTIRE AGREEMENT**

- 20.01 This Agreement including the Schedules constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

#### **SECTION 21—SURVIVAL OF PROVISIONS**

- 21.01 All of the provisions of this Agreement in favour of the Province including, without limitation, paragraphs 3.02, 4.04, 7.01, 7.02, 8.02, 10.01, 12.04, 13.01, 14.01, 14.02, 16.01, 16.02, 16.03, 16.04, and all of the rights and remedies of the parties, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

#### **SECTION 22—MISCELLANEOUS**

- 22.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 22.02 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 22.03 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 22.04 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 22.05 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Research Project that by statute, the University is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 22.06 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts may be delivered by facsimile transmission and such transmission shall be

considered an original.

22.07 Time is of the essence of this Agreement.

22.08 For the purpose of paragraphs 22.09 and 22.10, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), fires, floods, storms, strikes (including illegal work stoppages or slowdowns), lockouts, labour shortages, freight embargoes and power failures or other cause beyond the reasonable control of a party, provided always that lack of money, financing or credit will not be and will not be deemed to be an "Event of Force Majeure".

22.09 Neither party will be liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure.

22.10 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other party forthwith, and will use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its obligations under this Agreement.

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

SIGNED AND DELIVERED by the University or  
an Authorized Representative of the University

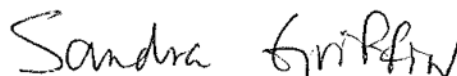
**John W. Hepburn, PhD, FRSC**  
**Vice President Research & International**

Print Name of University Authorized Representative)

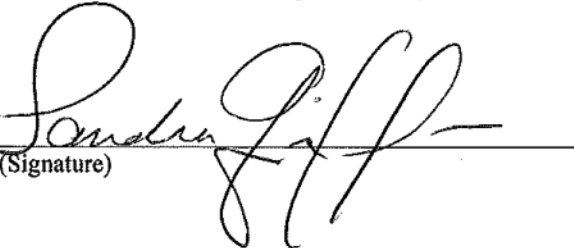
  
(Signature)

JUN 10 2010

SIGNED AND DELIVERED on behalf of the Province  
by an Authorized Representative of the Province



Print Name of Authorized Representative)

  
(Signature)

## SCHEDULE A—RESEARCH PROJECT AND TERM

### 1) ADDITIONAL DEFINITIONS

- a) "Aboriginal Steering Committee" means a group of individuals of Aboriginal ancestry (First Nations – Status, Non-Status, on-reserve, off-reserve – Inuit and Métis peoples) who meet regularly to ensure HELP research activities are respectful and beneficial to Aboriginal children, families and communities concerned. HELP provides funding to support the activities of this group.
- b) "Annual EDI Implementation Activities" means that HELP will engage in EDI data collection, analysis, dissemination and capacity building on an annual basis.
- c) "Children First Initiatives" means a BC provincial community development initiative that incorporates a strength-based population health approach to improving outcomes for young children, 0-6 years, and their families.
- d) "Collaborative Sampling Framework" means a research framework that guides where researchers collect new data.
- e) "Community Trainer's Network" means a network that consists of members of the ECD community in each of the school districts who work with HELP in the dissemination and local implications of the data.
- f) "Contract Manager (Contractor)" means the person designated by HELP to manage the contractor's rights and obligations under this Agreement.
- g) "Contract Manager (Province)" means the person designated by the Province to manage our rights and obligations under this Agreement.
- h) "Data dictionary" means a complete list of fields with field position number, field name, field type (for example, character, numeric, date) and length, a description of the field in plain English (e.g. description of dummy variables, treatment of missing and/or unknown records, specific date formats (eg. YY/MM/DD, YY/DD/MM, etc), in two formats: 1) listed by ascending field position number, 2) listed alphabetically by field name.
- i) "Developmental trajectories" refers to research that involves the linking of EDI in kindergarten to the Grade 4 and, when possible, the Grade 7 Foundation Skills Assessment data.
- j) "ECD" means early child development.
- k) "EDI" means Early Development Instrument.
- l) "EDI Mapping" means HELP's Early Child Development (ECD) Mapping Unit produces a range of maps that show the results of the Early Development Instrument (EDI), community assets and socio-economic data.
- m) "First Call" means a cross-sectoral, non-partisan coalition. The coalition is made up of over 80 provincial organizations and 25 mobilized communities. In addition, First Call has a network of hundreds of community groups and individuals.
- n) "HELP" means the Human Early Learning Partnership (HELP) which is a collaborative, interdisciplinary research consortium consisting of researchers from BC's five universities including the two UBC campuses (Point Grey and Okanagan) that contributes to new knowledge in early child development (ECD) and enhances the quality of children's early years.
- o) "MCFD" means B.C. Provincial Ministry of Children & Family Development.
- p) "MEd" means B.C. Provincial Ministry of Education.
- q) "MHLS" means B.C. Provincial Ministry of Healthy Living and Sport.
- r) "MOHS" means B.C. Provincial Ministry of the Health Services.
- s) "OCAP" means the First Nations Principles of OCAP (Ownership, Control, Access and Possession). Specifically that First Nations control data collection processes in their communities, and own, protect and control how their information is used. These rights are fundamentally tied to self-determination and to the preservation and development of their culture.
- t) "Province" means the Ministries of Children and Family Development, Education and Healthy Living and Sport.
- u) "Second Order Data Analysis" refers to exploratory analysis of EDI that answers questions that arise from basic descriptive analysis of the EDI.
- v) "SES" means socio-economic status.
- w) "Success by Six®" means a province-wide joint initiative of United Ways, Credit Unions of BC, and the BC Government through the Ministry of Children and Family Development, and community leaders.



- x) "Tele-training" means a distance program for training school district and community trainers and teachers in EDI implementation and survey completion.

## **2. COMMUNICATION PROTOCOL:**

- 2.01 Communication regarding the administration of this agreement (e.g., contract management, funding, additional research requirements, negotiations) between the Human Early Learning Partnership (HELP) and the Province should flow through the Province's Contract Manager and the HELP's Contract Manager.
- 2.02 Communication regarding the content of this agreement (e.g., content of reports, communication regarding research, inquiries/requests related to existing deliverables, etc.) between the Human Early Learning Partnership (HELP) and the Province should flow through the Province's Contract Manager and the HELP Content Manager.
- 2.03 Any issues pertaining to any part of this agreement raised by either the Province or HELP must be directed through the Province's Contract Manager or HELP's Contract and/or Content Manager(s). Issues raised by either party will be responded to within five business days of receipt unless otherwise mutually agreed upon.

Province Contract Manager: Steven Yong, Research, Analysis and Evaluation Branch, MCFD  
Mailing Address: PO Box 9748 Stn Prov Govt  
Victoria, BC V8W 9S3

Physical (Courier) Address: 4th Floor – 777 Broughton Street  
Victoria, B.C.

Email: [Steven.Yong@gov.bc.ca](mailto:Steven.Yong@gov.bc.ca)  
Phone: 250-356-7456  
Fax: 250-387-7618

HELP Contract Manager: Genevieve MacMillan  
Address: Library Processing Centre  
440 - 2206 East Mall  
Vancouver, BC V6T 1Z3  
Email: [genevieve.macmillan@ubc.ca](mailto:genevieve.macmillan@ubc.ca)  
Phone: 604-822-2604  
Fax: 604.822.0640

HELP Content Manager: Joanne Schroeder  
Address: Library Processing Centre  
440 – 2206 East Mall  
Vancouver, BC V6T 1Z3  
Email: [joanne.schroeder@ubc.ca](mailto:joanne.schroeder@ubc.ca)  
Phone: 604-827-5396  
Fax: 604.822.0640

## **3. TERM OF AGREEMENT**

- 3.01 The term of the agreement will be June 16, 2010, to March 31, 2011.
- 3.02 The agreement may be extended and modified for two additional one-year terms. Extension is at the Province's sole discretion.
- 3.03 HELP and the Province will meet no later than October 15 of each year to determine the budget and deliverables for future years, and if a modification to this Agreement is necessary under section 3.02 above.

## **4. ANNUAL EDI IMPLEMENTATION ACTIVITIES**

- 4.01 HELP will administer the EDI in B.C. School Districts, Band Schools and independent private schools with the capacity and willingness to participate in the data collection/analysis process during the 2010/11 school year, including but not limited to:
- a. Collecting EDI data from all School Districts, Band Schools and independent schools with the capacity and willingness to participate, completing electronic input of all data and ensure data are complete and ready for analysis, and ensuring that the data are linkable to other individual data sources, including Personal Education Numbers;

- b. Maintaining supportive and collaborative relationships with School Districts, Band Schools and independent private schools with the capacity and willingness to participate to implement annual EDI in a coordinated, collaborative and consultative way; and
- c. Provision of infrastructure for HELP's consortium universities is based on their capacity, willingness, and HELP Affiliate's availability to engage in the Research Project. The Consortium Research Affiliates contribute to a broad understanding of the determinants of health related to early child development including: Aboriginal, rural, immigrant and refugee, and early learning determinants. Consortium Research Affiliates also participate in the examination of the reliability and validity of the EDI; facilitation of EDI sub-scale development; and capacity building in local communities.

4.02 HELP will provide a summary of any cost-savings related to Teacher-On-Call costs to the Province, and return the unspent budget to the Province by June 30, 2011.

## **5. ANNUAL EDI DATA ANALYSIS, MAPPING & DISSEMINATION ACTIVITIES**

5.01 HELP will perform ongoing, collaborative data analysis, mapping and dissemination activities related to the EDI in B.C.

5.02 **Annual EDI Data Analysis** activities performed by HELP will include, but are not limited to:

- a. Ensuring data quality, data cleaning, simple descriptive statistics, and creation of school and community summaries; and
- b. Preparing a descriptive report of systematic data gathering related to the impact of EDI provincially.

5.03 **Annual EDI Mapping Activities** performed by HELP will include, but are not limited to:

- a. Converting analyzed EDI data into community, regional (e.g. MCFD Regions, MEd School Districts, Health Authorities, etc.), and Provincial maps in collaboration with B.C. School Districts, Band Schools and independent schools as requested by the Province;
- b. Mapping locations of programs such as Aboriginal Headstart, Infant Development program, Family Resource Programs, Hubs, ECD tables, child care services, full-day kindergarten locations and StrongStart BC early learning programs (where data available); and
- c. Conducting spatial data analyses using Geographical Information Systems (GIS) software.

5.04 **District/Community Support and Outreach**

For each participating school district, Band School and/or independent school HELP will:

- a. Provide provincial support for school districts and communities related to privacy issues stemming from HELP research;
- b. Facilitate a broad program of support to communities through the Provincial Community Development Manager, which will be tailored to the unique needs of each community. HELP staff will provide local presentations upon request as well as proactively offer written reports and training on specific components of HELP's research; and
- c. Perform outreach if required to not only geographic communities, but also to organizational and special-interest communities.

5.05 **Annual EDI Training & Collaboration**

Annual EDI Training and Collaboration activities performed by HELP will include but are not limited to:

### **Teacher Training and Implementation:**

- a. Providing tele-training to a team of regional trainers across B.C.;
- b. Providing tele-training, where required, for kindergarten teachers who are to administer the EDI; and
- c. Providing compensation to school districts for the teachers' release time to complete the surveys and participate in tele-training, and an administrative stipend for staff support.

### **Training, Networking and Communication:**

- d. Maintaining a teacher training Web site with materials for annual training;
- e. Maintaining a teacher, community, stakeholder Web site for timely access to specific information related to EDI Implementation which includes easily accessible resources;
- f. Providing an annual Fall/Winter newsletter to teachers and school districts (additional newsletters may be provided on an ad hoc basis);

- g. Establishing a community trainers' network, consisting of both community- and school-based trainers (in each of B.C.'s 59 school districts) who will act as supporting representatives of HELP to teachers, school district staff and communities (e.g. Local trainers will support kindergarten teacher training, provide presentations of local research results and field questions from local communities about the work of HELP); and
- h. Providing honoraria for community trainers engaged in training.

#### 5.06 **Annual EDI Dissemination**

Annual EDI Dissemination activities performed by HELP will include, but are not limited to:

- a. Assisting communities, School Districts and Provincial staff, in understanding and using the maps;
- b. Meeting with B.C. School Districts, Band Schools, independent schools, education stakeholder groups and Provincial staff about the implementation of and impact of EDI and setting targets;
- c. Meeting and working with the existing network of local intersectoral ECD coalitions, including Children First Initiatives, First Call, and Success by Six®, throughout the Province to facilitate the use of community maps in planning and policy, in communities and regions across BC. HELP will provide a list of community networks/coalitions that are consulted and provided with training to the Province upon request; and
- d. Creating online resources to facilitate the use of EDI data, maps and reports in community mobilization and early child development planning.

### 6. **ABORIGINAL EDI COLLABORATION & MAPPING**

6.01 HELP will continue to collaborate with Aboriginal communities, leaders, and organizations regarding Aboriginal EDI & Mapping activities performed by HELP. Aboriginal EDI Collaboration and Mapping activities performed by HELP will include, but are not limited to:

- a. Continuing to meet and collaborate with Aboriginal provincial and community organizations. A list of consulted Aboriginal agencies, organizations, etc. will be provided to the Province by HELP upon request;
- b. Disseminating findings publicly, consistent with the principles of OCAP and in collaboration with the Aboriginal Steering Committee, from the ECD Mapping Project to understand the benefits and challenges of community mapping for Aboriginal communities;
- c. Mapping Aboriginal Nation Language group boundaries consistent with the principles of OCAP and in collaboration with the Aboriginal Steering Committee which includes EDI data for Aboriginal and Non-Aboriginal children, Head Start programs, school locations and socio-economic data for the province;
- d. Developing an understanding of the community development and knowledge translation needs of Aboriginal communities regarding early child development consistent with the principles of OCAP and in collaboration with the Aboriginal Steering Committee;
- e. Maintaining an open dialogue (through meetings, correspondence, etc.) with the Aboriginal Steering Committee to develop appropriate strategies and approaches for implementing the EDI in Aboriginal communities across the province; and
- f. Ensuring the Province is included (in an ex-officio capacity) in Aboriginal Steering Committee meetings, to maintain an open dialogue on the status of implementation of the EDI in Aboriginal communities consistent with the principles of OCAP and in collaboration with the Aboriginal Steering Committee.

### 7. **PROVINCIAL ACCESS TO EDI DATA**

7.01 HELP will facilitate, support and provide the Province with access to individual-level, linkable EDI data for the 2010/11, school year. HELP will provide access by:

- a. Revising the existing UBC-School District and School Information Sharing Agreement to clearly identify HELP as the data stewards for the EDI and include a clause stating HELP's intention to share individual-level data with the Province;
- b. Supporting discussions between the Province and the Aboriginal Steering Committee regarding access to Band School EDI data under the principles of OCAP;
- c. Revising communications with School Districts and Schools (letters to parents, kindergarten teachers and superintendents) to indicate that HELP will be the EDI data steward and include a clause stating HELP's intention to share individual-level data with the Province;

- d. Drafting an "Information Sharing Agreement for Research Purposes" (UBC–Ministry) in collaboration with the Province to facilitate provincial access; and
- e. Communicating with participating School Districts, Band Schools and independent schools regarding the change to the data access agreements and parent correspondence.

## **8. TECHNICAL LIAISON AND DATA ANALYSIS**

8.01 HELP will assist the Province in obtaining access to and understanding of EDI data through the following means:

- a. Provide a data dictionary to the Province, concurrently tied to the individual-level, linkable EDI data, with updated data descriptions provided if changes to any fields in the raw EDI data are made;
- b. Collaborate with the Province on delivering a staged training process (e.g. three sessions over three months) once access to the data becomes available, according to Provincial need and deliver training to up to ten Provincial staff to include but not limited to the technical aspects of understanding, constructing, calculating, aggregating, analyzing and linking EDI data, as requested by the Province, to commence within two months after the transfer of the individual-level EDI data;
- c. Deliver up to ten days annually (80 hours) of technical consultation in relation to the EDI data, as requested by the Province, at a mutually agreed time and location; and
- d. Identify a technical liaison and contact for the Province for technical questions related to EDI and methodology.

## **9. SECOND ORDER EDI DATA ANALYSIS**

9.01 HELP will conduct second order EDI data analyses, including but not limited to:

- a. In collaboration with the Province, and after conducting Phase I analyses into the predictive power of the EDI for academic success in the Grade 4 Fundamental Skills Assessment (FSA) during fiscal 2009/10, conducting Phase II analyses, including investigating the range of trajectories at the school district level in the province; identifying the determinants of FSA success at kindergarten according to the EDI; utilizing raw scores as an alternate to the categorical (a. does not meet expectations; b. meets expectations; c. exceeds expectations) for determining success; Phase III - investigating the determinants of school success or the ability to predict success using other sources of data; determining the influence of early health challenges on EDI and subsequent FSA success;
- b. In collaboration with the Province, developing, implementing and reporting to the Province on a longitudinal full-day kindergarten study to assess the difference in developmental trajectories between children who attend full-day kindergarten and those who do not;
- c. Exploring how EDI data are influenced by family, neighborhood and service factors (e.g., gender differences, teacher differences, demographic changes, community context, language group differences, etc.);
- d. Evaluating population-based patterns, trends and influences on healthy child development and developmental vulnerability;
- e. Performing cross-sectional statistical analysis at the neighborhood and school levels using EDI and socio-economic status (SES) data;
- f. Conducting detailed analyses about the EDI subscales, in addition to the five scales about which HELP typically reports;
- g. Collaborating with the Province regarding setting target performance measures;
- h. Ongoing development of models and statistical procedures to explore the determinants of child development and how the state of children's development at kindergarten entry is mediated/modified by SES, ethnic and/or neighborhood/school contextual factors;
- i. Performing statistical analysis on EDI data, including but not limited to the ecological reliability and validity of the EDI as a measure of development for single waves and a comparative analyses on the EDI Waves/years, including discussion on the validity and reliability of comparisons over time at provincial, regional, school district and community levels;
- j. Reporting to the Province through a dialogue session held before September 30, 2010, on the results of the Collaborative Sampling Framework research in select B.C. communities;
- k. Assisting with ad-hoc research issues identified by the Province related to EDI at an additional cost as outlined in Schedule B. HELP must provide the Province with a written estimate of any ad-hoc research prior to commencement of

any ad-hoc research. Prior to the start of the ad-hoc research, the Province and the Contractor will confirm in writing the resources that are available to support the ad-hoc research; and

- I. Collaborating with the Province to identify and conduct any other research analysis or studies at an additional cost as outlined in Schedule B to the satisfaction of the Province. The Province must approve in writing any additional work and costs in advance of any work being completed.

## **10. PRIVACY**

- 10.01 HELP is responsible for ensuring that all research, analysis and activities conducted under this Agreement will remain compliant with all aspects of the British Columbia's *Freedom of Information and Protection of Privacy Act* (FIPPA) and *Personal Information Protection Act* (PIPA).

## **11. REPORTING REQUIREMENTS**

### **REPORTING TIMELINE**

- 11.01 HELP will provide semi-annual reports during the Agreement Term to the Province as follows:

- a. June 16th through September 30th must be provided by October 31st; and
- b. October 1st through March 31st must be provided by April 30th.

### **REPORTING CONTENT**

- 11.02 HELP will prepare and provide semi-annual reports to the Province according to the schedule outlined above, which will include (but are not limited to) summaries of the following topics/areas of research:

- a. **Annual EDI Data Implementation Activities** (outlined in sections 4.01 a and b), which include, but are not limited to:
  - i. Itemized list of School Districts and schools surveyed;
  - ii. Number of students surveyed; and
  - iii. Number of teachers participating.
- b. **Annual EDI Data Analysis, Mapping & Dissemination Activities** (outlined in sections 5.01 through 5.04) which include, but are not limited to:
  - i. One- to two-page summaries/abstracts of data analysis activities, including description of research question, methodology, findings and policy implications/recommendations;
  - ii. Hyperlinks or electronic copies of maps of EDI results and socio-demographic data on a:
    01. Neighborhood level;
    02. MEd School District level;
    03. MHLS Local Health Authority level;
    04. MHLS Health Authority level;
    05. MHLS Health Service Delivery areas;
    06. MCFD Regional level;
    07. Provincial level; and
    08. Any other unit of analysis identified and agreed upon as pertinent by either HELP or the Province.
  - iii. An annual provincial summary of EDI results including the presentation and analysis of the five (5) scales and sub-scales of the EDI and overall vulnerability figures.
- c. **Aboriginal EDI Collaboration & Mapping Activities** (outlined in section 6.01), which may include, but are not limited to:
  - i. Listing Aboriginal provincial and community organizations involved in consultations;
  - ii. Summaries of meetings, findings, etc. from the Aboriginal Steering Committee meetings;

- iii. Provincial, MCFD Regional, neighbourhood and school district level vulnerability rates for Aboriginal children in B.C. based on all available data consistent with the principles of OCAP and in collaboration with the Aboriginal Steering Committee;
  - iv. Number of Aboriginal children participating in the EDI (on a community basis consistent with the principles of OCAP and in collaboration with the Aboriginal Steering Committee);
  - v. Summaries of findings from the Aboriginal ECD Mapping Project; and
  - vi. Summaries of community development and knowledge translation needs of Aboriginal communities identified.
- d. **Second Order EDI Data Analyses** activities (outlined in sections 9.01 a through i), including but not limited to:
- i. One- to two-page summaries/abstracts of research and data analysis activities, including description of research question, methodology and analysis, findings and policy implications/recommendations (with the modified data and descriptions of the data, used to generate the research results, available upon request).

**GENERAL REPORTING REQUIREMENTS:**

- 11.03 HELP will conduct the following general reporting activities, which may include, but are not limited to:
- a. Providing recommendations upon request to the Province regarding ECD resources and allocations to address gaps in services based on current research findings;
  - b. Preparing and conducting ad hoc presentations upon request to the Province, including Cabinet, Deputy Ministers and executive staff regarding HELP's research activities and findings, with a focus on how research can be used to influence policy;
  - c. Conducting semi-annual Policy Research meetings within 45 days of submitting reports (outlined in section 11.01) with the Province to present and discuss upcoming policy needs, and opportunities and challenges for integration with EDI data;
  - d. Notifying the Province reasonably in advance of research announcements or public presentations of the research or other work related to EDI and other Provincial ECD programs to provide the opportunity for Provincial participation; and
  - e. Any other general reporting activities identified by the Province and agreed to by HELP.

## SCHEDULE B—FINANCIAL CONTRIBUTION

1. The Province agrees to provide to the University the amount of \$2,812,552 during the Term of the Agreement, as per the following budget breakdown:

<b>Human Early Learning Partnership Budget (April 1, 2010 - Mar.31, 2011)</b>		
<b>Schedule A Section</b>	<b>Section Heading</b>	<b>Funding</b>
4	ANNUAL EDI IMPLEMENTATION ACTIVITIES	\$1,183,102
5	ANNUAL EDI DATA ANALYSIS, MAPPING & DISSEMINATION ACTIVITIES	\$ 472,346
6	ABORIGINAL EDI COLLABORATION & MAPPING	\$ 511,204
7	PROVINCIAL ACCESS TO EDI DATA	\$ 57,834
8	TECHNICAL LIAISON AND DATA ANALYSIS	\$ 75,592
9	SECOND ORDER EDI DATA ANALYSIS	\$ 403,717
10	PRIVACY	\$ 30,236
11	REPORTING REQUIREMENTS	\$ 78,521
<b>All</b>	<b>GRAND TOTAL FOR 2010/2011</b>	<b>\$2,812,552</b>

2. Payments will be made as follows:
  - a. The Province will make four (4) payments, as follows; Quarterly in the fiscal year of the Province during the Term of the Agreement: that is, \$703,138 on June 30, 2010; \$703,138 on September 30, 2010; \$703,138 on December 31, 2010; and \$703,138 on March 31, 2011.
  - b. Any research or related work performed under sections 9.01 (k) and (l) of the Schedule A will be charged at the rate of:
 

**For Simple EDI analysis:**  
\$550/day for analyst

**For Second Order Analysis:**  
\$550/day plus \$800/day for Faculty member/Deputy Director

**For Complex Second Order Analyses:**  
\$550/day for analyst plus  
\$800/day for Faculty member/Deputy Director plus  
\$1000/day for Dr. Hertzman/Senior HELP Scholar
  - c. Notwithstanding paragraphs 2. (a) and (b) of this Schedule, in no event will the financial contribution payments payable to the University, in accordance with paragraphs 2. (a) and (b) of this schedule, exceed in the aggregate of \$2,887,552 in the 2010/11 fiscal year of the Province.

# Sponsored Research Agreement

Contract #XCE201082

Province of British Columbia  
Ministry of Children & Family Development

## Transfer Under Agreement for Research at a B.C. Public University

THIS AGREEMENT dated for reference the 1st day of September, 2011

BETWEEN:

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

(the "Province")

OF THE FIRST PART

AND:

University of British Columbia

(the "University")

OF THE SECOND PART

The parties to this Agreement agree as follows:

### SECTION 1—DEFINITIONS

1.01 Where used in this Agreement:

- |                              |   |
|------------------------------|---|
| (a) "Commercial"             | means being able to yield or make a profit, prepared, done, or acting with sole or chief emphasis on saleability, profit, or success;   |
| (b) "Financial Contribution" | means the total aggregate funding value stipulated in Schedule B;   |
| (c) "Intellectual Property"  | means intangible (non-physical) property which includes scientific or scholarly discoveries, copyright, computer software, moral rights related to copyrighted materials, trademarks, official marks, domain names, patents, industrial designs, literary, artistic, musical or visual works and know-how;  |
| (d) "Material"               | means all findings, data, reports, documents, records and material, (both printed and electronic, including but not limited to, on hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by the University, or provided by or on behalf of the Province to, the University as a direct result of this Agreement, but does not include property owned by the University; |



- (e) "Non-Commercial" means not being able to profit financially at any time from the Material under this Agreement between the Province and University, in the use of the Material by the following non-commercial users and their employees: government ministries, agencies, boards and commissions; educational institutions (such as public school boards, public post-secondary institutions, community and technical institutes); and non-profit organizations (such as public libraries, charities, and other organizations created for the promotion of educational, health or social services purposes);
- (f) "Personal Information" means recorded information, not including business contact information, about an identifiable individual;
- (g) "Principal Investigator" means the individual identified by the University as the person primarily responsible for the Research Project;
- (h) "Rebate" means a rebate on Federal Harmonized Sales Tax applicable to the University;
- (i) "Research Project" means the research project described in Schedule A; and
- (j) "Term" means the period commencing on the start date and expiring on the end date of the Agreement stipulated in the Schedule A.

## SECTION 2—APPOINTMENT

- 2.01 The Province retains the University to conduct the Research Project during the Term, both described in Schedule "A".

## SECTION 3—PAYMENT OF A FINANCIAL CONTRIBUTION

- 3.01 Subject to the provisions of this Agreement, the Province will pay the University, in the amount and manner, and at the times set out in Schedule "B" attached to this Agreement.
- 3.02 Notwithstanding any other provision of this Agreement the payment of the Financial Contribution by the Province to the University pursuant to this Agreement is subject to:
  - (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal year when any payment of money by the Province to the University falls due pursuant to this Agreement, to make that payment; and
  - (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
- 3.03 The University is entitled to a Rebate from the Federal Government and may, therefore, charge to the Province only the non-refundable portion of Harmonized Sales Tax, as applicable to the Research Project, and as provided for within the Financial Contribution.

## SECTION 4—REPRESENTATIONS AND WARRANTIES

- 4.01 Subject to paragraph 4.04 (Disclaimer), the University represents and warrants to the Province with the intent that the Province will rely thereon in entering into this Agreement that:
  - (a) all information, statements, documents and reports furnished or submitted by it to the Province in connection with this Agreement are true and correct;

- (b) it has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement; and
  - (c) it is not in breach of, or in default under, any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it or its operations.
- 4.02 All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the University to the Province under this Agreement or in connection with any of the transactions contemplated hereby will be deemed to be representations and warranties by the University under this Agreement.
- 4.03 All representations, warranties, covenants and agreements made herein and all certificates, applications or other documents delivered by or on behalf of the University are material and will have been relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.
- 4.04 **Disclaimer.** The University makes no representations or warranties, either express or implied, regarding data or other results arising from the Research Project. The University specifically disclaims any implied warranty of non-infringement or merchantability or fitness for a particular purpose and the University will, in no event, be liable for any loss of profits, be they direct, consequential, incidental, or special or other similar damages arising from any defect, error or failure to perform, even if the University has been advised of the possibility of such damages. The Province acknowledges that the Research Project is of an experimental and exploratory nature, that no particular results can be guaranteed, and that the Province has been advised by the University to undertake its own due diligence with respect to all matters arising from this Agreement.

## SECTION 5—RELATIONSHIP

- 5.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 5.02 Each party will be an independent contractor and not the servant, employee or agent of the other party.
- 5.03 The University will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation.
- 5.04 The Province may, from time to time, give reasonable instructions to the University in relation to the carrying out of the Research Project, and the University will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement. Notwithstanding the foregoing, all changes to the scope and direction of the Agreement will be made with mutual agreement between the parties.

## SECTION 6—UNIVERSITY'S OBLIGATIONS

- 6.01 The University will:
  - (a) carry out the Research Project in accordance with the terms of this Agreement during the Term stated in Schedule "A" of this Agreement;
  - (b) comply with the payment requirements set out in Schedule "B", including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
  - (c) comply with all applicable laws;
  - (d) hire and retain only qualified staff;
  - (e) unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry

out the Research Project;

- (f) co-operate with the Province in making such public announcements regarding the Research Project and the details of this Agreement as the Province requests; and
- (g) acknowledge the Financial Contribution made by the Province to the University for the Research Project in any Materials, by printing on each of the Materials the following statement: "We gratefully acknowledge the financial support of the Province of British Columbia through the Ministries of Children & Family Development, Education, and Health."

## **SECTION 7—RECORDS**

7.01 The University will:

- (a) establish and maintain accounting and administrative records to be used as the basis for the calculation of the Financial Contribution;
- (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred; and
- (c) permit the Province, for contract monitoring and audit purposes, at all reasonable times, upon reasonable notice, to enter any premises used by the University to conduct the Research Project or keep any documents or records pertaining to the Research Project, in order for the Province to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and other Material, (both printed and electronic, including, but not limited to, on hard disk or diskettes), whether complete or not, that are produced, received or otherwise acquired by the University as a result of this Agreement.

7.02 The parties agree that the Province does not have control, for the purpose of the *Freedom of Information and Protection of Privacy Act*, of the records held by the University.

## **SECTION 8—STATEMENTS AND ACCOUNTING**

8.01 Within 3 months of being requested to do so by the Province in writing, the University will provide to the Province a financial statement documenting the expenditure of the Financial Contribution under this Agreement.

8.02 At the sole option of the Province, any portion of the Financial Contribution provided to the University under this Agreement and not expended at the end of the Agreement shall be retained by the University for supplemental research activities related to the Research Project.

## **SECTION 9—CONFLICT OF INTEREST**

9.01 The University must not knowingly allow its research personnel involved in performing the Research Project, to provide any services to any person in circumstances that could give rise to a conflict of interest between their duties to that person and their duties to the Province under this Agreement.

## **SECTION 10—CONFIDENTIALITY**

10.01 The University will treat as confidential all information or material which are clearly marked as confidential or proprietary when first disclosed ("Confidential Information") by the Province and supplied to or obtained by the University, or any subcontractor, under this Agreement and will not, without the prior written consent of the Province, except as required by applicable law, permit its disclosure except to the extent that such disclosure is necessary to enable the University to fulfill its obligations under this Agreement. Confidential Information may also include information furnished during discussions or oral presentations if it is conspicuously identified as proprietary at the time and then transcribed or confirmed in writing within thirty (30) days, specifically describing what portions of such information is considered to be proprietary or confidential. However, the University is under no obligation to maintain the confidentiality of Confidential Information which the University can show:

- (a) is or subsequently becomes generally available to the public through no act or fault of the University;
  - (b) was in the possession of the University prior to its disclosure by the Province to the University;
  - (c) was lawfully acquired by the University from a third party who was not under an obligation of confidentiality to the Province; or
  - (d) is required by an order of a legal process to disclose, provided that the University gives the Province prompt and reasonable notification of such requirement prior to disclosure; or
  - (e) was independently developed by employees, agents or consultants of the University who had no knowledge of or access to the Province's information as evidenced by the University's records.
- 10.02 The University will ensure that the Principal Investigator of the Research Project acknowledges the confidentiality provisions in this Agreement and it is the responsibility of the Principal Investigator to ensure that all other employees engaged in the Research Project are aware of the confidentiality provisions in this Agreement.

## **SECTION 11—DEFAULT**

- 11.01 Any of the following events will constitute an Event of Default, namely:
- (a) the University fails to comply with any material provision of this Agreement;
  - (b) subject to paragraph 4.04, any representation or warranty made by the University in accepting this Agreement is untrue or incorrect; or
  - (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the University pursuant to or as a result of this Agreement is untrue or incorrect.

## **SECTION 12—TERMINATION**

- 12.01 Either party may terminate this Agreement for any reason by giving at least thirty (30) days prior written notice to the other.
- 12.02 Upon the occurrence of any Event of Default and at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its option, elect to do any one or more of the following:
- (a) terminate this Agreement, in which case the payment of the amount required under paragraph 12.04 of this Agreement will discharge the Province of all liability to the University under this Agreement;
  - (b) require the Event of Default be remedied within a time period specified by the Province;
  - (c) suspend any instalment of the Financial Contribution or any amount that is due to the University while the Event of Default continues;
  - (d) waive the Event of Default; and
  - (e) pursue any other remedy available at law or in equity.
- 12.03 The Province may also, at its option, terminate this Agreement immediately if the Province determines that the University's failure to comply places the health or safety of any person conducting the Research Project at immediate risk, and the payment of the amount required under paragraph 12.04 of this Agreement will discharge the Province of all liability to the University under this Agreement.
- 12.04 Where this Agreement is terminated before 100% completion of the Research Project, the Province will pay to the University all costs and liabilities, including uncancellable commitments, relating to the Research Project up to but no more than the Financial Contribution, which have been incurred by the University as of the date of receipt of notice of termination or the date of termination, whichever is later.

## **SECTION 13—DISPUTE RESOLUTION**

- 13.01 All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

## **SECTION 14—INDEMNITY**

- 14.01 The Province will indemnify and save harmless the University, its Board of Governors, directors, officers, employees, faculty, students and agents from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the University, its Board of Governors, directors, officers, employees, students and agents may sustain, incur, suffer or put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Province, or of any agent, employee, officer or director of the Province pursuant to this Agreement.
- 14.02 The University will indemnify and save harmless the Province, its officers, directors, employees and agents from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer, or be put to at any time, either before or after the expiration or termination of this Agreement, where the same are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the University or its Board of Governors, directors, officers, employees, faculty, contractors, students or agents pursuant to this Agreement.

## **SECTION 15—ASSIGNMENT AND SUBCONTRACTING**

- 15.01 The University will not, without the prior, written consent of the Province:
- (a) assign, either directly or indirectly, this Agreement or any right of the University under this Agreement; or
  - (b) subcontract any obligation of the University under this Agreement.
- 15.02 No subcontract entered into by the University will relieve the University from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such subcontract.
- 15.03 This Agreement will be binding upon the Province and its assigns and the University, the University's successors and permitted assigns.

## **SECTION 16—OWNERSHIP AND PUBLICATION OF RESULTS AND INTELLECTUAL PROPERTY**

- 16.01 Any equipment, machinery, data or other property, provided by the Province to the University for the conduct of the Research Project under this Agreement will:
- (a) be the exclusive property of the Province; and
  - (b) forthwith be delivered by the University to the Province on written notice to the University requesting delivery of the same at the Province's costs, whether such a notice is given before, upon, or after the expiration or sooner termination of this Agreement.
- 16.02 The University will retain title to any equipment purchased with funds provided by the Province under this Agreement and the Province acknowledges that the University's insurance is applicable only to such equipment owned by the University.
- 16.03 The Province acknowledges and agrees that the University owns all right, title and interest in the Material produced under this Agreement and Intellectual Property arising from the Research Project under this Agreement.

- 16.04 The University hereby grants the Province a perpetual non-exclusive, irrevocable, world-wide, fully paid up and royalty-free license to use, make, copy, distribute, translate, practice, and reproduce the Material produced under this Agreement and Intellectual Property arising under this Agreement for scientific, educational, public good and other Non-Commercial uses. In addition, the University grants the Province the additional rights to incorporate all or portions of the Material produced under this Agreement in any reports created by the Province and to further develop the Research Project reports provided that the content of the Research Project reports is not materially modified without the written approval of the University. Upon the Province's request, the University will deliver documents satisfactory to the Province that waive in the Province's favour any moral rights to Research Project reports, as defined in "Schedule A", which the University's employees or contractors may have in said Research Project reports.
- 16.05 The University and its employees will not be restricted from presenting publications at symposia, national or regional professional meetings, or from publishing in journals or other publications, accounts of the work pertaining to this Agreement. Publications, conference presentations, symposia and all other dissemination of material pertaining to the work of this Agreement will recognize the Ministries of Children & Family Development, Education, and Health.

## SECTION 17—OTHER FUNDING

- 17.01 The University will ensure that if the University's research personnel, involved in performing the Research Project, receives funding for or in respect of the Research Project from any person, firm, corporation or other government or government body, then the University will immediately provide the Province with details thereof.

## SECTION 18—NOTICES

- 18.01 Any written communication from the University to the Province must be mailed, personally delivered, faxed, or electronically transmitted to the following address:
- Steven Yong – Modelling, Evaluation and Analysis Branch, Ministry of Children & Family Development  
Mailing Address: PO Box 9766 Stn Prov Govt, Victoria, British Columbia V8W 9S1  
Physical Address (Courier): 4th Floor - 777 Broughton Street, Victoria British Columbia,  
Email: Steven.Yong@gov.bc.ca  
Phone: (250) 356-7456  
Fax: (250) 387-7618
- 18.02 Any written communication from the Province to the University must be mailed, personally delivered, faxed or electronically transmitted to the following address:
- Nina Levi, Human Early Learning Partnership  
Library Processing Centre  
440 - 2206 East Mall, Vancouver, BC V6T 1Z3  
Email: nina.levi@ubc.ca  
Phone: (604)827.4094  
Fax: (604) 822.0640
- 18.03 Any written communication from either party will be deemed to have been received by the other party on the fifth business day after mailing in British Columbia; on the date of personal delivery if personally delivered or on the date of transmission if faxed (*or sent by email if applicable*).
- 18.04 Either party may, from time to time, notify the other party in writing of a change of address and, following the receipt of such notice, the new address will, for the purposes of paragraph 18.01 or 18.02 of this Agreement, be deemed to be the mailing address of the party giving notice.

## **SECTION 19—NON-WAIVER**

- 19.01 No term or condition of this Agreement and no breach by the University of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Province and the University.
- 19.02 The written waiver by the Province of any breach by the University or of any term or condition of this Agreement will not be deemed to be a waiver of any other provision of this Agreement or any subsequent breach of the same by the University

## **SECTION 20—ENTIRE AGREEMENT**

- 20.01 This Agreement including the Schedules constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

## **SECTION 21—SURVIVAL OF PROVISIONS**

- 21.01 All of the provisions of this Agreement in favour of the Province including, without limitation, paragraphs 3.02, 4.04, 7.01, 7.02, 8.02, 10.01, 12.04, 13.01, 14.01, 14.02, 16.01, 16.02, 16.03, 16.04, and all of the rights and remedies of the parties, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

## **SECTION 22—MISCELLANEOUS**

- 22.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 22.02 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 22.03 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 22.04 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 22.05 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Research Project that by statute, the University is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 22.06 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts may be delivered by facsimile transmission and such transmission shall be considered an original.
- 22.07 Time is of the essence of this Agreement.
- 22.08 For the purpose of paragraphs 22.09 and 22.10, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), fires, floods, storms, strikes (including illegal work stoppages or slowdowns), lockouts, labour shortages, freight embargoes and power failures or other cause beyond the reasonable control of a party, provided always that lack of money, financing or credit will not be and will not be deemed to be an "Event of Force Majeure".
- 22.09 Neither party will be liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the duration of the

22.10 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other party forthwith, and will use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its obligations under this Agreement.

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## SCHEDULE A—RESEARCH PROJECT AND TERM

### 1) ADDITIONAL DEFINITIONS

- a) “Aboriginal Community Liaison” means the HELP staff position responsible for supporting processes in the development and implementation of a population-level research agenda, conducted by HELP, about the cultural and social determinants of Aboriginal children’s development in British Columbia.
- b) “Aboriginal Steering Committee” means a group of individuals of Aboriginal ancestry (First Nations – Status, Non-Status, on-reserve, off-reserve – Inuit and Métis peoples) who meet regularly to ensure HELP research activities are respectful and beneficial to Aboriginal children, families and communities concerned. HELP provides funding to support the activities of this group.
- c) “Community Trainers’ Network” means a network that consists of members of the ECD community in each of the school districts who work with HELP in the dissemination and local implications of the data.
- d) “Content Manager (Contractor)” means the person designated by HELP to manage the University’s research obligations under this Agreement.
- e) “Contract Manager (Contractor)” means the person designated by HELP to manage the University’s financial and legal obligations under this Agreement.
- f) “Contract Manager (Province)” means the person designated by the Province to manage the Province’s rights and obligations under this Agreement.
- g) “Data Dictionary” means a complete list of fields with field position number, field name, field type (for example, character, numeric, date) and length, a description of the field in plain English (e.g. description of dummy variables, treatment of missing and/or unknown records, specific date formats (eg. YY/MM/DD, YY/DD/MM, etc), in two formats: 1) listed by ascending field position number; and 2) listed alphabetically by field name.
- h) “ECD” means early child development.
- i) “EDI” means Early Development Instrument.
- j) “EDI Mapping” means the production, by HELP’s Early Child Development (ECD) Mapping Unit, of a range of maps that show the results of the EDI, community assets and socio-economic data.
- k) “EDI Scales” means the five aspects of children’s development which the EDI questions are grouped into: 1) Physical health and well-being, 2) Social competence, 3) Emotional maturity, 4) Language and cognitive development, and 5) Communication skills and general knowledge.
- l) “EDI Sub-Scales” means the 16 aspects of children’s development into which the EDI Scales can be broken down: 1) Physical readiness for school, 2) Physical independence, 3) Gross and fine motor skills, 4) Social competence, 5) Respect and responsibility, 6) Approach to learning, 7) Readiness to explore new things, 8) Prosocial and helping behaviour, 9) Calmness and patience, 10) Gentleness, 11) Emotional regulation, 12) Basic Literacy, 13) Interest in math and reading, 14) Reading and writing, 15) Numeracy, and 16) Communication.
- m) “HELP” means the Human Early Learning Partnership (HELP) which is a collaborative, interdisciplinary research consortium consisting of researchers from BC’s five universities including the two UBC campuses (Point Grey and Okanagan) that contributes to new knowledge in early child development (ECD) and enhances the quality of children’s early years.
- n) “MCFD” means B.C. Provincial Ministry of Children & Family Development.
- o) “MED” means B.C. Provincial Ministry of Education.
- p) “MOH” means B.C. Provincial Ministry of Health.

- q) "OCAP" means the First Nations Principles of OCAP (Ownership, Control, Access and Possession); specifically, that First Nations control data collection processes in their communities, and own, protect and control how their information is used. These rights are fundamentally tied to self-determination and to the preservation and development of their culture.
- r) "Province," for the purposes of this Schedule A, means the Ministries of Children and Family Development, Education and Health.
- s) "Second Order EDI Data Analysis" refers to exploratory analysis of EDI that answers questions arising from basic descriptive analyses of the EDI.
- t) "Senior Aboriginal Researcher" means the HELP staff position responsible for guiding the development and implementation of a population-level research agenda, conducted by HELP, about the cultural and social determinants of Aboriginal children's development in British Columbia.
- u) "Senior HELP Scholar" means a faculty member from another UBC faculty who provides research consultation for an agreed upon time and for a specific project for which they have the expertise.
- v) "Tele-training" means a distance program for training school district and community trainers and teachers in EDI implementation and survey completion.
- w) "Wave" means a province wide data collection period that includes every geographic school district in the province at least once.

## 2. COMMUNICATION PROTOCOL

- 2.01 Communication regarding the administration of this Agreement (e.g., contract management, funding, additional research requirements, negotiations) between HELP and the Province must flow through the Province's Contract Manager and the Contract Manager (Contractor).
- 2.02 Communication regarding the content of this Agreement (e.g., content of reports, communication regarding research, inquiries/requests related to existing deliverables etc.) between HELP and the Province must flow through the Contract Manager (Province) and the HELP Content Manager.
- 2.03 Any issues pertaining to any part of this agreement raised by either the Province or HELP must be directed through the Contract Manager (Province) or the Contract Manager (Contractor) or HELP's Content Manager(s). Issues raised by either party will be responded to within five business days of receipt unless otherwise mutually agreed upon.

Province Contract Manager: Steven Yong, Modelling, Evaluation and Analysis Branch, MCFD  
Mailing Address: PO Box 9766 Stn Prov Govt  
Victoria, British Columbia V8W 9S1

Physical (Courier) Address: 4th Floor – 777 Broughton Street  
Victoria, B.C.  
Email: [Steven.Yong@gov.bc.ca](mailto:Steven.Yong@gov.bc.ca)  
Phone: 250-356-7456  
Fax: 250-387-7618

HELP Contract Manager: Nina Levi  
Address: Library Processing Centre  
440 - 2206 East Mall  
Vancouver, BC V6T 1Z3  
Email: [nina.levi@ubc.ca](mailto:nina.levi@ubc.ca)  
Phone: 604.827.4094  
Fax: 604.822.0640

HELP Content Manager:	Joanne Schroeder
Address:	Library Processing Centre 440 – 2206 East Mall Vancouver, BC V6T 1Z3
Email:	<a href="mailto:joanne.schroeder@ubc.ca">joanne.schroeder@ubc.ca</a>
Phone:	604.827.5396
Fax:	604.822.0640

### 3. TERM OF AGREEMENT

- 3.01 The term of the agreement is from September 1, 2011 to March 31, 2012.
- 3.02 This Agreement may be extended and modified for two additional one year terms. Extension is at the Province's sole discretion.
- 3.03 HELP and the Province will meet no later than October 15 of each year to determine the budget and deliverables for future years, and to determine whether the Province is prepared to agree to a modification to this Agreement under section 3.02 above.

### 4. EDI IMPLEMENTATION ACTIVITIES

- 4.01 HELP will administer the EDI in British Columbia school districts, independent schools as defined by the *Independent School Act*, R.S.B.C. 1996, c. 216, and federally and/or provincially funded First Nations schools based on a two year wave of province wide collection. The 2011/12 collection will be the first year of that cycle. Specifically, HELP will:
- Facilitate the participation of school districts, independent schools and First Nation schools in the two year EDI data collection cycle to ensure province wide data can be reported at the neighbourhood, school district, local health authority, health service delivery area, health authority, MCFD region, and provincial level.  
  
Collect EDI data from public schools in all school districts, First Nations schools and independent schools that are scheduled for participation in the 2011/12 year. HELP will ensure data is complete, ready for analysis, and linkable to other individual data sources, including Personal Education Numbers.
  - Facilitate the administration of EDI through support and capacity building activities with school districts, First Nations schools and independent schools. These activities include, but are not limited to:
    - Completion and interpretation of Information Sharing Agreements;
    - Provision of documents and follow-up explanations of ethics and parental consent requirements;
    - Technological support for uploading of databases and accessing EDI portal;
    - Provision of information (Frequently Asked Questions) for participating schools to use in interpreting the project to teachers and stakeholders;
    - 24 hour support available during period of EDI completion; and
    - Hosting annual web based conference with all school districts, First Nations schools and independent schools to evaluate EDI implementation process and make revisions as needed for future implementations.

- 4.02 HELP will perform EDI Training and Collaboration activities to ensure standardization in the completion of the EDI by teachers around the province, as follows:
- a. Teacher Training and Implementation:
    - Provide web-based and tele-training to all geographic school districts. This will include the participation of both school-based and community-based trainers;
    - Provide ongoing guidance and oversight to those trainers in the completion of the EDI training process for all new kindergarten teachers in their area;
    - Provide tele-training, where required, for kindergarten teachers who are not able to access training within their community;
    - Provide compensation to school districts for the teachers' release time to complete the surveys and to participate in the training sessions; and
    - Provide a summary of any cost-savings related to Teacher-On-Call costs to the Province by June 30, 2012.
  - b. Training, Networking and Communication:
    - Maintain a teacher training web site with materials required for annual training;
    - Maintain a teacher, community and stakeholder website for timely access to all materials required for EDI implementation;
    - Maintain a parent web page with specific focus on questions and materials relevant to parents whose children are currently included in the EDI project;
    - Produce an annual newsletter for teachers and school districts regarding the EDI and broader ECD findings, by November 30<sup>th</sup> (additional newsletters may be produced on an ad hoc basis); and
    - Maintain a community trainers' network, consisting of both community- and school-based trainers (in each of B.C.'s 59 school districts) who act as supporting representatives of HELP to teachers, school district staff and communities (e.g. Local trainers will support kindergarten teacher training, provide presentations of local research results and field questions from local communities about the work of HELP).

## **5. EDI DATA ANALYSIS, MAPPING & DISSEMINATION ACTIVITIES**

- 5.01 HELP will perform ongoing, collaborative data analysis, mapping and dissemination activities related to the EDI collected each year.
- 5.02 **EDI Data Analysis** activities to be performed by HELP include, but are not limited to:
- a. Ensuring data quality and data cleaning;
  - b. Providing simple descriptive statistics (including counts and percentages by the five EDI scales, sixteen sub-scales, and the 'one or more vulnerable' field) along with school and community level summary data tables of EDI results; and
  - c. Providing detailed analyses about the sixteen EDI subscales, in addition to the five scales about which HELP typically reports.
- 5.03 **EDI Mapping and Visualization Activities** performed by HELP include, but are not limited to:
- a. Converting analyzed EDI data including the five scales, and the 'one or more vulnerable' field into community, regional (including, but not limited to, MCFD Regions, MEd School Districts, Health Boundaries {including HAs, LHAs and HSDAs}), and provincial maps;
  - b. Creating EDI maps for special populations, e.g. Aboriginal, non-English speaking and special needs children;

- c. Creating additional visualizations, (e.g. graphs, tables and charts) designed to increase the usability and understanding of the EDI data for communities, school district and government stakeholders.

5.04 **EDI Dissemination Activities** performed by HELP include, but are not limited to:

- a. For each participating school district, First Nations School and independent school, HELP will provide:
  - Narrative community and school level reports that include interpretation of results and suggested activities for local stakeholders for each school district area;
  - Web based access to all maps and summaries created;
  - Regular presentations by HELP's community development staff to communities to assist in interpretation and use of results (over 100 each year);
  - Annual workshops in each region bringing together communities to discuss results and share resources;
  - Enhancement of the skill and expertise of the community trainer network through web based learning opportunities and written resources enabling them to give presentations within their own communities.
- b. Additional EDI Dissemination Activities:
  - Education and training for health authorities and MCFD regional staff in the use of results through regional level reports, web based access to maps and summaries, and regular presentations by HELP's community development staff and workshops;
  - Meeting with the existing network of local intersectoral ECD coalitions throughout the Province to facilitate the use of community maps in planning and policy, in communities and regions across BC. HELP will provide the Province with a list of community networks/coalitions that are consulted and with training upon request;
  - Engagement of provincial organizations and stakeholders to increase their understanding and use of EDI results;
  - Public access to all aggregate level results (including neighbourhood, school district, local health authority, health service delivery area, health authority, MCFD region, provincial) through data tables, maps, and reports through HELP's website.

## 6. **ABORIGINAL EDI COLLECTION AND RESEARCH COLLABORATIONS**

- 6.01 HELP will continue to collaborate with Aboriginal communities, leaders, and organizations regarding Aboriginal EDI & Mapping activities performed by HELP to further the value of the EDI to Aboriginal communities, children and families. All research activities undertaken with respect to Aboriginal children will be consistent with the principles of OCAP, in collaboration with the community-based Aboriginal Steering Committee. Aboriginal EDI collection and research collaboration activities performed by HELP will include, but are not limited to:
- a. Collection, analysis and dissemination of EDI information for all Aboriginal children within the public school system in B.C. and, where possible, within First Nations schools;
  - b. Development of strategies and approaches to facilitating EDI in First Nations schools;
  - c. Provision of Aboriginal-specific community and school level reports to school districts, under the auspices of the local Aboriginal Education Council, and to participating First Nations schools. Reports will include recent findings with interpretive and contextual information specific to increasing the understanding of Aboriginal children's development;
  - d. Presentations and workshops by HELP's Aboriginal Community Liaison and Senior Aboriginal Researcher to communities to assist in interpretation and use of EDI results; and

- e. Collaboration with Aboriginal, provincial and community organizations on how to use EDI results to support planning and improve services for ECD. A list of consulted Aboriginal agencies, organizations, etc. will be provided to the Province by HELP upon request.

## **7. PROVINCIAL ACCESS TO EDI DATA**

- 7.01 a. HELP will provide the Province with access to all individual-level linkable EDI data collected for the 2011/12 year through a finalized and signed-off Information Sharing Agreement, by October 31<sup>st</sup>, 2012, for the purposes of program evaluation and planning, and consistent with relevant federal and provincial legislation governing data sharing;
- b. HELP will have Information Sharing Agreements (UBC-Province), related to the EDI data sharing with the Province, finalized and signed off by the Province, by October 31st, 2011.

## **8. TECHNICAL LIAISON AND DATA ANALYSIS**

- 8.01 HELP will assist the Province in obtaining access to and understanding of EDI data through the following means:
  - a. Provide a data dictionary to the Province, concurrently tied to the individual-level, linkable EDI data, with updated data descriptions provided if changes to any fields in the raw EDI data are made;
  - b. Collaborate with the Province on delivering a staged training process (e.g. three sessions over three months) once access to the data becomes available, according to Provincial need, and deliver training to up to ten Provincial staff, including but not limited to the technical aspects of how to interpret, construct, calculate, aggregate, analyze, and link individual-level EDI data, as requested by the Province, to commence within two months after the transfer of the individual-level EDI data;
  - c. Deliver up to five days annually (40 hours) of technical consultation in relation to the EDI data, as requested by the Province, at a mutually agreed time and location; and
  - d. Identify a technical liaison and contact for the Province for technical questions related to EDI and methodology.

## **9. SECOND ORDER EDI DATA ANALYSIS**

- 9.01 HELP will conduct analyses into how EDI data are influenced by family, neighborhood and school based factors (e.g., gender differences, teacher differences, demographic changes, community context, language group differences, etc.), cross-sectional statistical analyses at the neighbourhood and school levels using EDI and socio-economic status (SES) data, and analyses of the determinants of school success or the ability to predict success using other sources of data. This work will include but is not limited to:
  - a. Analyses of the distribution and accessibility of community early childhood services and supports and the relationship to neighbourhood EDI outcomes. To be completed by April 30th, 2012:
    - Inventory of early childhood services and analysis of relationships to EDI outcomes;
    - Mapping locations of programs such as Aboriginal Headstart, Infant Development program, Family Resource Programs, Immigrant Settlement Services Agencies, Community Hubs, ECD Community Tables, child care services, and StrongStart BC early learning programs (where data available) including at the MOH Health Authority, MCFD Region, MEd School District, and Provincial levels;
  - b. Collaboration with the Province regarding setting target performance measures;
  - c. Conducting spatial data analyses using Geographical Information Systems (GIS) software;
  - d. Statistical analysis on EDI data, including but not limited to the ecological reliability and validity of the EDI as a measure of development for single waves and comparative analyses on the EDI

Waves/years, including discussion on the validity and reliability of comparisons over time at provincial, regional, school district and community levels;

- e. Assisting with ad-hoc research issues identified by the Province related to EDI at an additional cost as outlined in Schedule B. HELP must provide the Province with a written estimate of any ad-hoc research prior to commencement of that research; and
- f. Collaborating with the Province to identify and conduct any other research analysis or studies at an additional cost as outlined in Schedule B to the satisfaction of the Province. The Province must approve in writing any additional work and costs in advance of any such work being undertaken.

## **10. PRIVACY**

- 10.01 HELP is responsible for ensuring that all research, analysis and activities conducted under this Agreement will remain compliant with all aspects of the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165 and *Personal Information Protection Act*, S.B.C. 2003, c. 65.

## **11. KNOWLEDGE TRANSLATION**

- 11.01 HELP will work with parents, community organizations, school boards, government and international groups to assist their understanding of the EDI findings and to facilitate its use in informing policy and local action. Additionally, HELP will provide and update regularly:
- A multi-faceted website providing access to research findings from across HELP and links to emerging resources from across Canada and internationally;
  - Policy briefs, summarizing findings and their implications for program and policy development;
  - Monthly research retreats, bringing together researchers and students from across UBC;
  - Regular webinars for community trainers and HELP stakeholders;
  - Blogs for HELP affiliates, Aboriginal Steering Committee members and government partners;
  - Monthly reviews of ECD publications;
  - Community forums, allowing communities to connect with one another and share stories and resources;
  - Tools (publications, power point slides) to facilitate the presentation and use of research findings by communities; and
  - Videos of lead HELP researchers speaking to recent findings that can be accessed on-line.

## **12. REPORTING REQUIREMENTS**

### **REPORTING TIMELINE**

- 12.01 HELP will provide semi-annual reports during the Term to the Province as follows:
- a. a report covering the period from April 1<sup>st</sup>, 2011 through September 30<sup>th</sup>, 2011 must be provided by October 31<sup>st</sup>, 2011; and
  - b. a reporting covering the period from October 1<sup>st</sup>, 2011 through March 31<sup>st</sup>, 2012 must be provided by April 30<sup>th</sup>, 2012.

### **REPORTING CONTENT**

- 12.02 The semi-annual reports referred to in paragraph 12.02 above will include (but are not limited to) summaries of the following topics/areas of research:

- a. **EDI Implementation Activities** (outlined in paragraph 4 above), which include, but are not limited to:
  - i. Itemized list of School Districts and schools surveyed;
  - ii. Number of students surveyed; and
  - iii. Number of teachers participating.
- b. **EDI Data Analysis, Mapping & Dissemination Activities** (outlined in paragraph 5 above) which include, but are not limited to:
  - i. A summary of the most recent findings from the Early Development Instrument including interpretation and implications for program and policy development (annually only, to be included with the October 31<sup>st</sup> report);
  - ii. Hyperlinks or electronic copies of aggregate data tables and maps of EDI results and socio-demographic data on a:
    - Neighborhood level;
    - MEd School District level;
    - MOH Health Authority, Local Health Authority, and Health Service Delivery Area level;
    - MCFD Regional level;
    - Provincial level (only at the completion of a two year wave, annual provincial updates, for internal government use, for the 1<sup>st</sup> year of a two year wave); and
    - Any other unit of analysis identified and identified as pertinent by either HELP or the Province.
  - iii. Summary of presentations/workshops given by HELP staff and faculty with respect to EDI findings;
  - iv. Annual provincial summary of EDI results including the 5 scales and 16 sub-scales (where the 1<sup>st</sup> year summary of a two year wave will be for internal government use only).
- c. **Aboriginal EDI Collection and Research Collaborations** (outlined in paragraph 6 above), which include, but are not limited to:
  - i. Listing Aboriginal provincial and community organizations involved in consultations;
  - ii. Summaries of Aboriginal Steering Committee activities;
  - iii. Summaries of community presentations/workshops given by HELP staff or Aboriginal Steering Committee members;
  - iv. Provincial, MCFD Regional, neighbourhood and school district level vulnerability rates for Aboriginal children in B.C. based on all available data;
  - v. Number of Aboriginal children participating in the EDI;
  - vi. Number of First Nations schools participating in the EDI; and
  - vii. Listing of those First Nation schools with which HELP had discussions concerning participation, but which did not participate.
- d. **Second Order EDI Data Analysis activities** (outlined in paragraph 9 above), which include, but are not limited to:
  - i. One- to two-page summaries/abstracts of research and data analysis activities, including description of research questions, methodology and analysis, findings and policy implications/recommendations (with the modified data and descriptions of the data, used to generate the research results, available upon request). Non-technical summaries will be reported concurrently.



- e. **Knowledge Translation Activities** (outlined in paragraph 11 above), which include, but are not limited to:
  - i. Summary of Knowledge Translation activities for reporting period and as available copies and links to relevant materials.

#### **GENERAL REPORTING REQUIREMENTS**

- 12.03 HELP will conduct the following general reporting activities, which will include, but are not limited to:
- a. Providing recommendations upon request to the Province regarding ECD resources and allocations to address gaps in services based on current research findings;
  - b. Preparing and conducting ad hoc presentations upon request, to the Province, including Cabinet, Deputy Ministers and executive staff regarding HELP's research activities and findings, with a focus on how research can be used to influence policy;
  - c. Conducting semi-annual policy research meetings within 45 days of submitting reports (outlined in paragraph 12.01 above) with the Province to present and discuss upcoming policy needs, and opportunities and challenges for integration with EDI data;
  - d. Notifying the Province 45 days in advance of research announcements or public presentations of the research or other work related to EDI and other Provincial ECD programs to provide the opportunity for Provincial participation; and
  - e. Any other general reporting activities identified by the Province and agreed to by HELP.

## SCHEDULE B—FINANCIAL CONTRIBUTION

1. The Province agrees to provide to the University the amount of \$1,388,103.33 during the Term. This will bring total 2011/12 fiscal year funding to \$2,560,000.00. Previous 2011/12 payments have been made in the form of extensions to the 2010/11 research agreement: the extension of April 1<sup>st</sup>, 2011 to June 30<sup>th</sup>, 2011 resulted in a payment of \$703,138.00; the extension of July 1<sup>st</sup>, 2011 to August 31<sup>st</sup>, 2011 resulted in a payment of \$468,758.67.
2. Payments will be made as follows:
  - a. the Province will make three (3) payments, as follows: \$198,300.48 on September 30<sup>st</sup>, 2011; \$594,901.43 on December 31<sup>st</sup>, 2011; and \$594,901.42 on March 31<sup>st</sup>, 2011;
  - b. any research or related work performed under paragraphs 9.01 (e) and (f) of Schedule A will be charged at following rates:  
\$550/day for analyst,  
\$800/day for Faculty member/Deputy Director,  
\$1000.00/day for Dr. Clyde Hertzman and Senior HELP Scholars;
  - c. notwithstanding paragraphs 2. (a) and (b) of this Schedule, in no event will the Financial Contribution payments payable to the University under this Agreement exceed in the aggregate the sum of \$2,635,000.00 in the 2011/12 fiscal year of the Province.

## **Memorandum of Understanding**

between  
the Ministry of Education (MEd)  
and  
the Ministry of Health (MOH)  
and  
the Ministry for Children and Family Development (MCFD)  
regarding  
The Human Early Learning Partnership (HELP) Transfer Under Agreement for  
research at a BC Public University  
(Fiscal 2017/18)

### **Preamble**

WHEREAS MCFD solely funded the Human Early Learning Partnership Agreement (the Agreement) prior to fiscal 2008/09;

WHEREAS, the MEd and MOH entered as cost-sharing partners to the Agreement in each fiscal year from 2008/09 to 2016/17 and would like to remain as cost-sharing partners for the 2017/18 Agreement;

WHEREAS, the MEd and MOH agree MCFD will remain the Contract Manager for the 2017/18 Agreement; and,

AND WHEREAS this Memorandum of Understanding will provide the framework for communication, issues management and cost-sharing arrangements regarding the 2017/18 Agreement.

### **THE PARTIES AGREE AS FOLLOWS:**

The purposes of this Memorandum of Understanding are:

- a) To establish roles, responsibilities and accountabilities for the administration and management of the 2017/18 HELP Agreement;
- b) To establish MEd and MOH funding levels for the HELP Agreement in 2017/18; and,
- c) To establish the MCFD cost recovery process for the MEd and MOH portions of the HELP Agreement in 2017/18.

## **1.0 Definitions**

In this Memorandum of Understanding:

- a) "HELP" means the Human Early Learning Partnership, a collaborative, interdisciplinary research institute linking faculty, researchers, and graduate students and conducting research to support educators, policy-makers, parents, and experts as well as other community partners in their work to improve early childhood development services in the province;
- b) "EDI" means the Early Development Instrument, a research tool implemented annually by HELP that assesses the state of children's development in kindergarten, and is completed by kindergarten teachers, in partnership with B.C.'s School Districts, Band Schools and independent schools;
- c) "Province" means the Ministries of Children and Family Development, Health, and Education;
- d) "Agreement" means the fiscal 2017/18 Transfer Under Agreement for research at a BC Public University between the Province and HELP; and,
- e) "Agreement Term" means the term of the HELP Agreement, commencing on April 1, 2016, and expiring on March 31, 2019.

## **2.0 Transfer Details (see Appendix for further information)**

- a) The total amount of MEd's contribution to the 2017/18 HELP Agreement is \$400,000. The MEd contribution will be directed toward the annual implementation of EDI;
- b) MCFD will journal voucher MEd for the total amount of their contribution on or before September 30, 2017;
- c) The total amount of the MOH contribution to the 2017/18 HELP Agreement is \$260,000;
- d) MCFD will journal voucher MOH for the total amount of their contribution on or before September 30, 2017;
- e) If MEd or MOH request any ad hoc and/or additional research not covered under the deliverables outlined under Schedule A of the Agreement, MCFD will journal voucher MEd and/or MOH after receipt of any invoices for the ad hoc and/or additional research from HELP; and,
- f) Transfer details outlined in this Memorandum of Understanding are subject to Government's funding approval.

## **3.0 Partner Ministry Roles and Responsibilities**

All ministries agree to:

- a) Use EDI and other relevant research information in planning and managing their programs and services related to children, as relevant;

- b) Notify partner ministries of any potential issues or disputes with HELP pertaining directly or indirectly to the contribution agreement; and,
- c) Collaborate on issues pertaining to the Agreement, and share information through MCFD's Executive Director, Children and Youth with Special Needs, Autism, and Early Years Policy; MOH's Director, Women's and Maternal Health, Population and Public Health; and MEd's Director, Learning Supports and Early Years.

**MCFD agrees to:**

- d) Act as the Contract Manager for the HELP Agreement;
- e) Contribute \$1.9 million for the 2017/18 HELP Agreement;
- f) Coordinate inter-ministry payments as outlined under section 2.0 of this document and coordinate the combined quarterly payments to HELP as outlined in the Agreement's Schedule B;
- g) Act as the first point of contact between the Province and HELP regarding research agreement deliverables;
- h) Distribute incoming reports, presentations and summaries prepared by HELP to MEd and MOH representatives; and,
- i) Facilitate resolution of any issues arising from MCFD programs and services relating to the Agreement with HELP.

**MEd agrees to:**

- j) Contribute the total amount outlined in section 2.0 (a) of this document, towards the annual implementation of the EDI, and,
- k) Facilitate resolution of any issues arising from School Districts and education services relating to the Agreement with HELP.

**MOH agrees to:**

- l) Contribute the total amount outlined in section 2.0 (c), towards the annual implementation of EDI, and,
- m) Facilitate resolution of any issues arising from Health Authority services relating to the Agreement with HELP.

**4.0 Issue Resolution**

- a) Wherever possible, issues arising between the ministries with respect to the Agreement will be resolved at the program level;
- b) Wherever section 4 (a) is not workable, resolution will be attempted by MCFD's Executive Director, Children and Youth with Special Needs, Autism, and Early Years Policy, MOH's Director, Women's and Maternal Health,

Population and Public Health; and MEd's Director, Learning Supports and Early Years; and,

- c) Wherever sections 4 (a) and (b) are not workable, the issues will be referred to the Assistant Deputy Ministers responsible for resolution.

**5.0 Effective Date and Term of this Memorandum of Understanding**

- a) This Memorandum of Understanding is effective April 1st, 2017 until March 31st, 2018; and,
- b) This Memorandum of Understanding may be amended by the written agreement of the signatories or their designates.

  
Assistant Deputy Minister, MCFD

Oct 6, 2017  
Date

\_\_\_\_\_  
Assistant Deputy Minister, MEd

\_\_\_\_\_  
Date

  
A/ Assistant Deputy Minister, MOH

OCT 4 / 2017.  
Date

**Appendix to the Memorandum of Understanding Regarding the Human  
Early Learning Partnership (HELP) Transfer Under Agreement  
(Fiscal 2017/18)**

**Summary of Payments/Journal Voucher over the Agreement Term:**

<b>Payment Schedule</b>	<b>MCFD Payment to HELP</b>	<b>Recovery from MED On/before Sept. 30/17</b>	<b>Recovery from MOH On/before Sept. 30/17</b>	<b>MCFD Contribution</b>
30-Jun-17	\$640,000			
30-Sep-17	\$640,000			
31-Dec-17	\$640,000			
31-Mar-18	\$640,000			
<b>FY 17/18 Total</b>	<b>\$2,560,000</b>	<b>\$400,000</b>	<b>\$260,000</b>	<b>\$1,900,000</b>

## **Memorandum of Understanding**

between  
the Ministry of Education (MEd)  
and  
the Ministry of Health (MOH)  
and  
the Ministry for Children and Family Development (MCFD)  
regarding  
The Human Early Learning Partnership (HELP) Transfer Under Agreement  
(Fiscal 2014/15)

### **Preamble**

WHEREAS MCFD solely funded the Human Early Learning Partnership Agreement (the Agreement) prior to fiscal 2008/09;

WHEREAS, the MEd and MOH entered as cost-sharing partners to the Agreement in fiscals 2008/09, 2009/10, 2010/11, 2011/12, 2012/13, and 2013/14, and would like to remain as cost-sharing partners for the 2014/15 Agreement;

WHEREAS, the MEd and MOH agree MCFD will remain the Contract Manager for the 2014/15 Agreement; and,

AND WHEREAS this Memorandum of Understanding will provide the framework for communication, issues management and cost-sharing arrangements regarding the 2014/15 Agreement.

### **THE PARTIES AGREE AS FOLLOWS:**

The purposes of this Memorandum of Understanding are:

- a) To establish roles, responsibilities and accountabilities for the administration and management of the 2014/15 HELP Agreement;
- b) To establish MEd and MOH funding levels for the HELP Agreement;
- c) To establish the cost recovery process for MEd and MOH portions of the HELP Agreement; and,



## **1.0 Definitions**

In this Memorandum of Understanding:

- a) "HELP" means the Human Early Learning Partnership, a collaborative, interdisciplinary research institute linking faculty, researchers, and graduate students and conducting research to support educators, policy-makers, parents, and experts as well as other community partners in their work to improve early childhood development services in the province;
- b) "EDI" means the Early Development Instrument, a research tool implemented annually by HELP that assesses the state of children's development in kindergarten, and is completed by kindergarten teachers, in partnership with B.C.'s School Districts, Band Schools and independent schools;
- c) "Province" means the Ministries of Children and Family Development, Health, and Education;
- d) "Agreement" means the fiscal 2014/15 Transfer Under Agreement between the Province and HELP; and,
- e) "Agreement Term" means the term of the HELP Agreement, commencing on April 1, 2014, and expiring on Mar.31, 2015.

## **2.0 Transfer Details (see Appendix for further information)**

- a) The total amount of MEd's contribution to the 2014/15 HELP Agreement is \$400,000. The MEd contribution will be directed toward the annual implementation of EDI;
- b) MCFD will journal voucher MEd for the total amount of their contribution on or before September 30, 2014;
- c) The total amount of the MOH contribution to the 2014/15 HELP Agreement is \$260,000;
- d) MCFD will journal voucher MOH for the total amount of their contribution on or before September 30, 2014;
- e) If MEd or MOH request any ad hoc and/or additional research not covered under the deliverables outlined under the Schedule A of the Agreement, MCFD will journal voucher MEd and/or MOH after receipt of any invoices for the ad hoc and/or additional research from HELP; and,
- f) Transfer details outlined in this Memorandum of Understanding are subject to Government's funding approval.

## **3.0 Partner Ministry Roles and Responsibilities**

All ministries agree to:

- a) Use EDI and other relevant research information in planning and managing their programs and services related to children;

- b) Notify partner ministries of any potential issues or disputes with HELP pertaining directly or indirectly to the contribution agreement; and,
- c) Collaborate on issues pertaining to the Agreement, and share information through MCFD's Executive Director, Early Years, Children and Youth with Special Needs, Child Welfare Policy, and Quality Assurance Policy; MOH's Executive Director, Maternal, Child and Health Engagement; and MEd's Director, Diversity and Early Years.

**MCFD agrees to:**

- d) Act as the Contract Manager for the HELP Agreement;
- e) Contribute \$1.9 million for the 2014/15 fiscal year;
- f) Coordinate inter-ministry payments as outlined under section 2.0 of this document and coordinate the combined quarterly payments to HELP as outlined in the Agreement's Schedule B;
- g) Act as the first point of contact between the Province and HELP regarding research agreement deliverables;
- h) Distribute incoming reports, presentations and summaries prepared by HELP to MEd and MOH representatives; and,
- i) Facilitate resolution of any issues arising from MCFD programs and services relating to the Agreement with HELP.

**MEd agrees to:**

- j) Contribute the total amount outlined in section 2.0 (a) of this document, towards the annual implementation of the EDI, and,
- k) Facilitate resolution of any issues arising from School Districts and education services relating to the Agreement with HELP.

**MOH agrees to:**

- l) Contribute the total amount outlined in section 2.0 (c), towards the annual implementation of EDI, and,
- m) Facilitate resolution of any issues arising from Health Authority services relating to the Agreement with HELP.

**4.0 Issue Resolution**

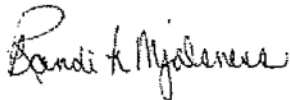
- a) Wherever possible, issues arising between the ministries with respect to the Agreement will be resolved at the program level;
- b) Wherever section 4 (a) is not workable, resolution will be attempted by MCFD's Executive Director, Early Years, Children and Youth with Special Needs, Quality Assurance, and Child Welfare Policy, MOH's Executive

Director, Population Health and Well-being – Healthy Development and Women's Health Directorate; and MEd's Director, Diversity and Early Years; and,

- c) Wherever sections 4 (a) and (b) are not workable, the issues will be referred to the Assistant Deputy Ministers responsible for resolution.

**5.0 Effective Date and Term of this Memorandum of Understanding**

- a) This Memorandum of Understanding is effective April 1st, 2014 until the HELP Agreement expiry on March 31st, 2015; and,  
b) This Memorandum of Understanding may be amended by the written agreement of the signatories or their designates.



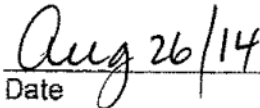
Assistant Deputy Minister, MCFD

July 9, 2014

Date



Assistant Deputy Minister, MOH



Date



Assistant Deputy Minister, MEd

July 17, 2014

Date

**Appendix to the Memorandum of Understanding Regarding the Human  
Early Learning Partnership (HELP) Transfer Under Agreement  
(Fiscal 2014/15)**

**Summary of Payments/Journal Vouchers over the Agreement Term:**

Payment/JV Schedule		MCFD	MED	MOH
	30-Jun-14	\$475,000	\$100,000	\$65,000
	30-Sep-14	\$475,000	\$100,000	\$65,000
	31-Dec-14	\$475,000	\$100,000	\$65,000
	31-Mar-15	\$475,000	\$100,000	\$65,000
FY 14/15 Sub-total		\$1,900,000	\$400,000	\$260,000