

ELTERMAN
slb
restricted
s.22

Procurement Use Only:

CONTRACT REQUEST FORM

REQUESTOR INFORMATION

*Requestor/Contact : Jennifer Parsons Date: June 16, 2017
*Requestor Phone # 250-861-7582 *Office Code: DCB Caseload # (if applicable): DCB301 e.g. DCV200

CONTRACT INFORMATION

*Contractor/Agency Legal Name: Dr. Michael Elterman *Signatory: Dr. Michael Elterman
*Address: 3641 W 28th Ave *City/Prov: Vancouver BC *Postal Code: V6S 1S3
*Phone: 604-222-4057 E-mail Address: drelterman@shaw.ca
*Contract Start Date: July 1, 2017 *End Date: September 30, 2017 # of months: 3
*Qualifications Required: Pshychologist

WCB # (if applicable)

Resource # (if applicable)

*CSM APPROVAL? (please attach) YES ☒ NO ☐

Community Services Manager: Dave Hentschel DCA

*Is this a New Contract? YES ☒ NO ☐

Contract Number:

If no, please indicate: Renewal/Extension ☐ MOD ☐

Effective Date: July 1, 2017

Child or Client Specific? YES ☒ NO ☐

If yes, Name: s.22

CYSN? YES ☐ NO ☒

DOR:

CYMH? YES ☐ NO ☒

Comments:

Aboriginal? YES ☐ NO ☒

Community Served:

CONTRACT DETAILS

*Type of Service: Psychological Assessment and Report

OCG#:

*Contract Aggregate: \$12,750.00 *Invoiced Based: YES ☒ NO ☐

Monthly payment: (if applicable) \$

*Total # of Hours/Session: assessment and report *Cost per Hour/Session: \$120,007,500.00

One time only payment/Start up Costs? (if applicable) YES ☐ NO ☐

Amount: \$

Variable Payment? (if applicable) YES ☐ NO ☐

Amount: (if yes) \$

Have you confirmed with the contractor if they pay GST/PST? YES ☐ NO ☒

Tax Type(s):

Service Line: STOB: RESP Code: Project Code:

of FTE's (if applicable): Weekly Hours (if applicable):

If travel expenses are included with this request, please see **Appendix 1 Travel Allowances (Group 1)** and include a detailed breakdown of your approved expenses

REPORTING REQUIREMENT YES ☒ NO ☐

FIRST REPORT DUE: [CLICK HERE TO ENTER A DATE.](#)

Quarterly ☐ Monthly ☐ Annually ☐ Upon Completion ☒

Case Reporting ☐ SharePoint Reporting ☐

Instructions for Local Office Reporting (if applicable):

SERVICES PROVIDED *(mandatory)****Service Description:**

A Psychological Assessment and Report

***INPUTS/ACTIVITIES:**

Interviews of

1 parent – s.22 with 1 child – s.22

Collaterals

- current caregiver
- Social worker
- Infant Development worker
- Possibly Pediatrician and/or mom doctor.

***OUTCOMES:**

Completed Psychological Assessment by July 30, 2017

NOTES:

Subcontractor(s)
(if applicable)

Agency Name:
(if applicable)

*Print Name & Title (Requestor)

*Signature

PROCUREMENT USE ONLY

TPSA/CSA

NOTES:

CWT ☐ MIS ☐ Other Procurement ☐

SCA/CSA/RAP

Johnson, Crisha MCF:EX

From: Johnson, Crisha MCF:EX
Sent: Friday, November 3, 2017 2:32 PM
To: MCF Financial Operations Interior North Areas MCF:EX
Subject: 18DCA-ELTERMAN, MICHAEL F, DR-ET12858043-Ctrl1711031426
Attachments: CF25_ET12858043_Ctrl1711031426.pdf

Please see CF25 to decommit funds from (and close) this contract.

PCA was not completed s.22 prior to arranging the PCA.



Crisha Johnson

MCFD Contract Administrator | #400-1726 Dolphin Avenue, Kelowna, BC V1Y 9R9 | p: (778) 699-2241 | f: 250-470-0890 |



Ministry of
Children and Family
Development

AUTHORIZATION TO PAY CONTRACTS

Ctrl1711031426

CONTRACT NUMBER **ET12858043**

PAYMENTS NOT SUPPORTED BY INVOICE

INSTRUCTIONS:
Original CF25 to Financial Services Branch, must be accompanied by original
Contract or Grant Approval (not a photocopy) at least three weeks prior to payment
being due 2007 form

OCG SUPPLIER # **466151** SITE # **002**

A ☒ **CONTRACT** ☐ **GRANT** **B** ☐ **INITIAL** ☐ **RENEWAL** ☒ **MODIFICATION** ☒ **CLOSE PRIOR**

PROCUREMENT PROCESS CODE **207** AIT CODE **300** PO CLASS **C**

DESCRIPTION OF SERVICES

NAME OF PAYEE (IF SOCIETY, USE REGISTERED NAME)

ELTERMAN, MICHAEL F, DR

ADDRESS OF PAYEE

302-3641 W 28TH AVE

CITY, PROVINCE

VANCOUVER, BC, CA

POSTAL CODE

V6S1S3

TOTAL AMOUNT APPROVED **\$0.00**

FROM **2017-07-01**

TO **2017-10-31**

RESPONSIBLE OFFICE **18DCA**

DATE OF FIRST PAYMENT

1 COMMON PROGRAM NAME **PCA - Kelowna**

☐ **ANN**

FISCAL YR	FREQUENCY	PAY FROM	PAY TO	MONTHLY AMT	MONTHLY GST	FISCAL GST
FY18	Var	2017-07-01	2017-10-31			

RESP	SL	SERVICE LINE DESCRIPTION	STOB	PROJECT	FISCAL AMOUNT
18DCA	14196	Assessments-CFO	8007	1800000	-\$12,750.00

CF25 TOTAL: **-\$12,750.00**

MANAGER

Hentschel, David

DATE

2017-11-03

All Particulars, Coding, Extensions and Totals have
been checked

ACCOUNTS USE ONLY

CONTRACT ADMINISTRATOR

Johnson, Crisha

PROCUREMENT AND CONTRACT SPECIALIST

Hedstrom, Darren

COMMENT

DECOMMIT FUNDS AS CONTRACT DID NOT GO AHEAD AS PLANNED - PER SW J.PARSONS NOV3/17

GEOGRAPHIC REGION **KELOWNA**

SERVICE AGREEMENT



MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT



Ministry of
Children and Family
Development

MINISTRY SERVICE AGREEMENT:
ET12858043

Agreement Name: Parental Capacity Assessment
s 2

HEREINAFTER THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by
The Minister of Children and Family Development
(the "Province", "we", "us", or "our" as applicable) at the following
address:

400-1726 DOLPHIN AVE
KELLOWNA, BC
CANADA V1Y 9R9
Fax Number:
Email: erisha.johnson@gov.bc.ca

AND

ETTERMAN, MICHAEL E. DR.
(Legal Name)

(the "Contractor", "you", or "your" as applicable) at the following address:

502-3611 W. 28TH AVE
VANCOUVER, BC
V6S 1S3
Fax Number: (604) 666-2898
Email: mletteman@shaw.ca

The term for the Service Agreement begins on

01-07-2017
(Day/Month/Year)

and ends on

31-10-2017
(Day/Month/Year)

THE PARTIES AGREE TO THE TERMS AND CONDITIONS OF THE SERVICE AGREEMENT LOCATED ON THE
MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT'S WEBSITE, VERSION 1.1, DATED JANUARY 13, 2015, AND
AGREE TO BE BOUND BY THE SCHEDULES LISTED BELOW AND ATTACHED TO THIS AGREEMENT:

- SCHEDULE A - SERVICES
- SCHEDULE B - PAYMENT
- SCHEDULE C - APPROVED SUB-CONTRACTORS
- SCHEDULE D - INSURANCE
- SCHEDULE E - AUTHORIZED PERSON
- SCHEDULE F - INFORMATION MANAGEMENT RECORDS, PRIVACY AND SECURITY
- SCHEDULE H - ADDITIONAL TERMS
- SCHEDULE I - REPORTING REQUIREMENTS

(collectively the "Agreement")

SIGNED AND DELIVERED on the 27 day of June, 2017, on behalf of the Province by its duly
authorized representative

Signature

Print Name

Dave Hentschel

Position

Director of Operations or Designate

Responsibility
Centre

MGR C/O KASAGANAC MURV

SIGNED AND DELIVERED on the 24 day of June, 2017, by or on behalf of the Contractor or by its authorized signatory
or signatories if the Contractor is a corporation

Signature

Print Name

Dr. Michael E. Etterman

Position

Contractor

Signature

Print Name

Position

Contractor: By signing above you agree that you have read, understand, and agree to be bound
by, the Terms and Conditions and the Schedules for the Service Agreement

SUMMARY

Term 01/07/2017 to 31/10/2017

Total Amount of Agreement (not including any applicable taxes)

\$12,750.00

Allocation by Programs and Services

Grouped Services	
Parental Capacity Assessment	
Assessment - Parenting Capacity	\$12,750.00
Non-Program Services	
Sub-Total	\$0.00
Total	\$12,750.00

Allocation by Community

Communities Served	
Kelowna	
	\$12,750.00
Total	\$12,750.00

Allocation by Business Area

Core Business Area	
	Business Area - Sub Business Area
Child and Family Development	
Family Development/Service to Strengthen Families	\$12,750.00
Sub-Total	\$12,750.00
Total	\$12,750.00

SCHEDULE A - SERVICES

Parental Capacity Assessment

SERVICE: ASSESSMENT - PARENTING CAPACITY		Total Amount	\$12,750.00
Definitions	In-depth assessment related to family history and future capacity of parents to care for their child(ren) and or youth.		
Project Code	18C/N031		
Input	Psychologist		
Output Indicators	Product	Quantity	
Reporting Frequency	As Scheduled		
Core Business Area	Child and Family Development		
Business Area	Family Development		
Sub Business Area	Service to Strengthen Families		
Communities Served	Kelowna		
	Recipient(s)	Family	Amount
			\$12,750.00

This allocation is provided as an estimate.

Additional Descriptions

SERVICE DESCRIPTION

Parental Assessment is completed when requested by the courts or social worker due to concerns of parenting capacity and/or emotional abuse or physical abuse. The focus is equally on the presence or absence of the parenting capacity or abuse and on the capacity to change.

This Parent Capacity Assessment is being conducted on a matter that is considered restricted within the Ministry of Children and Family Development.

Definitions:

MCFD - Ministry of Children and Family Development

Inputs:

Contract start date - July 01, 2017 to October 31, 2017

Activities:

The Contractor will:

- Travel to **s.22** in order to conduct an in-person parenting capacity assessment on **s.2** (mother) relating to the **s.22** child. **s.22**
- Conduct a comprehensive file review of the Ministry of Children and Family Development case file(s) and any other relevant documentation available through the Ministry. The managing social worker will provide direct access to these records and produce copies of any documentation requested by Dr. Elterman.
- Review all previous and current assessments of the children to determine current and predictive needs of the children.
- Interview the parent **s.** and conduct any psychological or other testing deemed appropriate by Dr. Elterman to gain comprehensive understanding of the parent(s).
- Observe the child. **s.22** in any setting or with any individual (i.e. foster parent) Dr. Elterman may determine as necessary to understand the child's development presentation and interview any involved professionals deemed appropriate by Dr. Elterman to gain a comprehensive understanding of the child.
- Observe the parent **s.2** and the child **s.** and in various situations as deemed relevant by Dr. Elterman.
- Interview MCFD social worker(s) responsible for current and or past conduct of the case and any other MCFD employee Dr. Elterman identifies as having relevant information to his conduct of the parenting capacity assessment.

- h. Interview other collateral persons (i.e. extended family members, school personnel, personal support persons, etc.) as identified by the managing social worker as having relevant information to the assessment. The managing social worker will provide contact information for any other collateral sources as identified by the parents' counsel.
- i. Interview other collateral professionals (i.e. Family physician, Community Living British Columbia staff, Counsellors, Support service providers, etc.) as identified by the managing social worker.
- j. Provision of a comprehensive written report integrating the findings of the above activities and any psychological/psychiatric tests and inventories that were used during the course of the assessment. The report will be provided to the Community Services Manager and/or their designate for distribution to legal counsel and MCFD staff for continued case management.

Dr. Elferman shall be provided access to the Ministry of Children and Families - Kelowna MCFD office located at: #301 - 1475 Ellis Street, Kelowna, BC V1Y 2A3 - in order to conduct interviews and observations.

Dr. Elferman may interview and/or observe the participants of this assessment in their home environment or community setting at his discretion. The managing social worker will advise of any health or safety concerns for these activities taking place outside of the office of MCFD.

Reports:

A comprehensive written report is to be provided to the Director of Operations for distribution to relevant MCFD staff persons and to legal counsel.

The report shall include:

- A summary of the activities performed for the purpose of the assessment.
- Identification of the issues with the parents that would interfere with the safe care of the children and issues which may impact upon their health and well-being.
- Recommendations for further service to the parent(s) which would adequately address issues which interfere with their ability to safely care for their children.
- Recommendations for the permanency planning for the children and specific services to the children which would enhance their health and well-being.

This Parenting Capacity Assessment is being conducted on a matter that is considered as "restricted" by the Ministry of Children and Family Development and requires an increased level of confidentiality. As such, the completed report will only be provided to the Director of Operations for distribution to any other parties as deemed necessary and appropriate by the Director of Operations.

The Contractor will submit an invoice upon conclusion of services rendered and a final report provided.

Service Outcomes:

- Families have an enhanced capacity to care for their children.
- Children and youth are healthy and have a sense of well-being.
- Children and youth are free from abuse, neglect and exploitation.
- Children and youth experience stability and permanence in their family and alternate family environment.

POLICIES AND STANDARDS

Ministry of Children and Family Development Complaint Policy
http://www.mcf.gov.bc.ca/regions/interim/docs/cpl/complaint_overview.pdf

Ministry of Children and Family Development Privacy Charter
http://www.mcf.gov.bc.ca/regions/interim/docs/cpl/guide_to_privacy_and_information.pdf

Criminal Record Check Requirements

BUSINESS AREA OUTCOMES

- Families have an enhanced capacity to care for their children
- Extended Families and communities are actively engaged and caring for children
- Children and youth are healthy and have a sense of well-being
- Children and youth are free from abuse, neglect and exploitation
- Children and youth experience stability and permanence in their family and alternative family environment
- Children in care are engaged and successful at school and experience positive outcomes
- Children in care transition successfully to adulthood through appropriate supports and supportive relationships

SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

- 1.1 Subject to the provisions of the Agreement, we will pay you an amount not exceeding \$12,750.00 (not including any applicable taxes), in the aggregate, for providing the Services set out in Schedule A, during the term of this Agreement.
- 1.2 In addition, we will pay you any applicable taxes payable by the Province under law or agreement with the relevant taxation authority in relation to amounts payable under this schedule.

Payments

2.1 Variable

For Service: Assessment - Parenting Capacity

We will pay you, to a maximum amount of \$12,750.00 in accordance with the following payment schedule:

We will pay you an all-inclusive lump sum payment of \$12,750.00 (that includes services and travel) upon receipt of an invoice, and the Team Leader or Social Worker verifies that the assessment has been completed and fulfilled.

The contractor shall be responsible for their own travel arrangements including flight, accommodations, car rental or any other travel related expense.

The contractor will submit a detailed invoice and final report upon conclusion of services rendered.

The invoice should, as a minimum, contain:

- Reference to the contract: **ET12858043**
- the name of the ministry or agency;
- the name and address of the supplier;
- the date of the invoice;
- a description of the services provided;
- the rate of pay (by the hour, day, etc.);
- the dates and/or hours being charged;
- the sales tax charged (if registered);
- the total amount charged;

Original receipts, including all related travel expenses, must be attached to the invoice.

Payment will be made to the contractor once invoiced service(s) has been confirmed as "Goods and Services Received" by the Social Worker or Team Leader responsible for the supervision of the "Parental Capacity Assessment – **s.2**" contract.

The total budget for this all-inclusive contract that includes services and travel is not to exceed **\$12,750.00**

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

Subcontractors

- 1.1 The following persons, groups of persons, or organizations, are specified as Subcontractors under section 12 of the Service Agreement:

None

SCHEDULE D – INSURANCE

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
 - (b) Where the contractor uses a vehicle to perform the services as described in Schedule A the Contractor shall maintain Automobile Liability insurance on all vehicles owned, operated or licensed by the Contractor in an amount not less than \$2,000,000 per occurrence, and where applicable the Contractor may show evidence of this insurance using an ICBC Confirmation of Insurance Coverage (APV-47) form.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

SCHEDULE E – AUTHORIZED PERSONS

Authorized Persons

- 1.1 The Contractor designates any of the following persons, (identified by name and/or position) to act for you in relation to this Service Agreement:
- 1.2 The Ministry designates any of the following persons (identify by name and/or position) to act for us in relation to this Service Agreement:

Conflict Resolution Officials

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

	Province	Contractor
Stage One:	Director of Operations or Designate	Executive Director or Chairperson
Stage Two:	Executive Director of Service	Executive Director or Chairperson
Stage Three:	Deputy Minister or Designate	Executive Director or Chairperson

SCHEDULE F – INFORMATION MANAGEMENT (RECORDS, PRIVACY AND SECURITY)

Purpose

The purpose of this Schedule is to:

- (a) enable the Province to comply with the Province's obligations with respect to:
 - (i) creation, maintenance, retention and final disposition of the Province's Records, and
 - (ii) protection of Personal Information collected under this Agreement and pursuant to *FOIPPA*.
- (b) ensure that, as a service provider, the Contractor is aware of, and complies with, the Contractor's information management and protection (records, privacy and security) obligations with respect to:
 - (i) the Province's Records, and
 - (ii) the Personal Information collected or created under this Agreement.

Applicability

This Schedule applies to the management of the Province's Records and to the management of Personal Information contained in the Province's Records.

The Contractor must manage the Province's Records in accordance with this Schedule and in accordance with MCED Contractor's Information Management Guidelines, which provide directions and standards to assist the Contractor in complying with this Schedule.

Definitions

I. In this Schedule:

- a) "**access**" means the ability or opportunity of a person to view, study, or obtain a copy of records;
- b) "**FOIPPA**" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
- c) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- d) "**control**" (of a record) means the power or authority to manage the record throughout its life cycle, including restricting, regulating and administering its use and disclosure;
- e) "**custody**" (of a record) means having physical possession of a record, regardless of the format (e.g., paper or electronic);
- f) "**Personal Information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province or the Contractor dealing with the same subject matter as the Agreement, but excluding any information that, if this Schedule did not apply to it, would not be under the control of a public body as interpreted under the *FOIPPA*;
- g) "**Services Worker**" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include the Contractor or a subcontractor of an individual, or an employee or volunteer of the Contractor or of a subcontractor;
- h) "**Privacy Training**" means the Province's online privacy and information sharing training course.

RECORDS MANAGEMENT

Records Retention and Disposition

2. The Contractor must return the Province's Records regardless of format to the Province within the following time frames:
 - (a) within 30 calendar days of expiry or termination of the Agreement;
 - (b) within 7 calendar days of the Contractor receiving a request for return from the Province;
 - (c) when closed records volume is identified by the Contractor as warranting the transfer and the Province has provided written approval; or
 - (d) immediately when a Contractor advises the Province that they are no longer providing services or when the Province is concerned about the management of the Province's Records following a breach of security or privacy, including an unauthorized disclosure.

PRIVACY PROTECTION

Collection of Personal Information

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

Accuracy of Personal Information

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

Requests for access to Personal Information

7. If the Contractor receives a request for access to Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to Information Access Operations with the Ministry of Technology, Innovation and Citizens' Services or successor.

Correction of Personal Information

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

Protection of Personal Information

12. The Contractor must protect Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any security arrangements expressly set out in the Security section of this Schedule.

Storage and access to Personal Information

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

Retention of Personal Information

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

Use of Personal Information

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

Disclosure of Personal Information

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

SECURITY

Services Worker confidentiality agreements

18. The contractor must immediately provide notice to the contract manager of any suspected information incident that threatens privacy or information security.
19. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Personal Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Personal Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

Services Worker security screening

20. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to collect or have access to Personal Information, or otherwise be involved in providing the Services if, after having subjected the Services Worker to personnel security screening requirements as outlined in Appendix F1 to this Schedule, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk.

Services Worker activity logging

21. The Contractor must create and maintain detailed Contractor's Records logging the activities of all Service Workers in relation to:
 - (a) their access to Personal Information; and
 - (b) any other matters specified by the Province in writing for the purposes of this section.

Facilities and Equipment protection and access

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

ii. that may be used by someone to access information.

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

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

Integrity of Information

24. The Contractor must create, maintain and follow a documented process for maintaining the integrity of information while in the custody of or accessed by the Contractor.
25. For the purposes of section 24 of this Schedule, maintaining the integrity of information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the information has:
- (a) remained as complete as when it was acquired or accessed by the Contractor; and
 - (b) not been altered in any material respect.

Documentation of changes to processes

26. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 21 and 22 of this Schedule.

Secure Storage

27. The Contractor must securely store the Province's Records in the Contractor's custody.

GENERAL

Privacy Training

28. The Ministry will pay the direct costs of the Privacy Training; the Contractor must ensure that:
- (a) all existing employees, agents, volunteers and sub-contractors who collect, create, or access Personal Information, complete Privacy Training within 3 months of this Agreement coming into force if they have not already done so;
 - (b) all new employees, agents, volunteers and sub-contractors engaged subsequent to the signing of this Agreement who will collect, create or access Personal Information have completed the provincially required Privacy Training prior to accessing Personal Information; and,
 - (c) a log is maintained with the names of all employees, agents, volunteers and sub-contractors who collect, create, or access Personal Information which indicates the status of their completion of the Privacy Training including date of completion. The Contractor must make this log available to the Province upon request.

Notice

29. The Contractor must immediately provide notice to the Province of
- (d) a possible or confirmed foreign demand or request for disclosure, including the information required by section 30.2(3) of FOIPPA or
 - (e) anticipated or actual non-compliance with this Schedule, unauthorized access, collection, use, disclosure, storage, alteration or disposal of information or Records containing information; or
 - (f) unauthorized access to Facilities or Equipment.

In this provision, "foreign demand for disclosure" and "unauthorized disclosure of personal information" bear the same meanings as in section 30.2 of FOIPPA.

30. The Contractor must immediately provide notice to the Province of any non-compliance, or anticipated inability to comply, with a provision in this Schedule in any respect.

Compliance, Audit and Review

31. The Contractor must, in relation to the Province's Records, comply with:

- (a) the requirements of *FOIPPA* applicable to the Contractor as a service provider, including any applicable order of the commissioner under *FOIPPA*, and
 - (b) any direction given by the Province under this Schedule.
32. The Contractor acknowledges that it is familiar with the requirements of *FOIPPA* governing Personal Information that are applicable to it as a service provider.
33. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect, and at the Province's discretion, copy, any of the Province's Records, or any of the Contractor's information management policies or practices or Records relevant to the Contractor's management of the Province's Records or the Contractor's compliance with this Schedule. The Contractor must permit and provide reasonable assistance to any such inspection.
34. If the Province conducts a review of a matter described in section 29 or 30 of this Schedule (whether or not the matter came to the attention of the Province as a result of a notification under section 29 or 30 of this Schedule), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Interpretation

35. Any reference to the "Contractor" in this Schedule includes any subcontractor, agent, or volunteer retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors, agents, and volunteers comply with this Schedule.
36. If a direction or provision of the Agreement or any Schedule conflicts with a requirement of *FOIPPA* or an applicable order of the commissioner under *FOIPPA*, the conflicting provision of the Agreement or Schedule will be inoperative to the extent of the conflict.
- (a) If there is a conflict between a documented process required by this Schedule to be created or maintained by the Contractor and this Schedule, the provision of this Schedule will prevail to the extent of the conflict.
37. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
38. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 39 of this Schedule, the law of any jurisdiction outside Canada.
39. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with *FOIPPA*.

SCHEDULE F – Appendix F1 – Security screening requirements

The personnel security screening requirements set out in this Appendix F1 are for the purpose of assisting the Contractor to determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

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

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

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

Verification of education and professional qualifications

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

Verification of employment history and reference checks

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

Security interview

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

SCHEDULE G – ASSETS

Property

- 1.1 The following property to be acquired by you with funds to be paid by us under this Service Agreement is specified in this Service Agreement as property to be owned by us:
None
- 1.2 The following property provided by us to you or a subcontractor for the purposes of this Service Agreement is to be owned by you or subcontractor as indicated:
None

SCHEDULE II – ADDITIONAL TERMS

Notwithstanding section 47(b) of the Terms and Conditions of the Services Agreement, the termination notice period for this Service Agreement is 30 days.

SCHEDULE I – REPORTING REQUIREMENTS

Service Delivery Reports

- 1.1 The reports referred to in this section will be submitted within 30 days of the end of the period specified in form and content as determined by the Province.

A comprehensive written report is to be provided to the Director of Operations for distribution to relevant MCFD staff persons and to legal counsel.

The report shall include:

- A summary of the activities performed for the purpose of the assessment.
- Identification of the issues with the parents that would interfere with the safe care of the children and issues which may impact upon their health and well-being.
- Recommendations for further service to the parent(s) which would adequately address issues which interfere with their ability to safely care for their children.
- Recommendations for the permanency planning for the children and specific services to the children which would enhance their health and well-being.

ANNUAL SHAREPOINT REPORTING:

This is an invoice based contract. SharePoint reporting is not required.

Financial Reports

- 1.2 In addition to the financial statements requirements referred to in the Audit and Service Evaluation section of the Agreement, any financial reports should relate to service outputs at a minimum. The following additional financial reports are required:

- i. Not applicable

Additional Reports

- 1.3 Other information as requested by the Province.

