

**From:** Cumberland, Paul MCF:EX  
**Sent:** 1 Sep 2016 16:10:57 -0700  
**To:** Coley, Maria JAG:EX;Scheiber, Alex MCF:EX;Bartel, Martin MCF:EX  
**Cc:** Foote, Sonya A MCF:EX;LeReverend, Katherine R. JAG:EX  
**Subject:** RE: Healing Grounds Letter 2016Aug31\_draft2  
**Attachments:** FVACFSS CSS 80218.pdf, FVACFSS CSS 82843 modification1.pdf, FVACFSS CSS 82843.pdf, FVACFSS CSS 83037.pdf, FVACFSS CSS 84358.pdf, FVACFSS CSS 85486 modification1.pdf, FVACFSS CSS 85486.pdf, FW: RE: HG contract 000080218 , Re: Contract 000082843 HG , Re: Contract 000083037 HG, Re: Contract 000085486 HG, Re: Contract 000084358

FVACFSS contracts are attached:

s.14



**COMPONENT SERVICES SCHEDULE**  
**Residential Child Care Resource**  
**(FUNDING PERIOD April 1, 2016 - December 31, 2016)**

**PART I: INTRODUCTION**

- 1.1 This Component Schedule forms part of the Client Services Agreement dated for reference the 7th day of April, 2016 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

**PART II: FUNDING PERIOD**

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2016 and ends on December 31, 2016 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

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

***Desired Outcomes***

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:

OUTCOME	INDICATORS	MEASURES
Health and Mental Health		
Active participation in own good health is increased	Follows through on any recommendations arising from medical assessments	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews

*Reprint/Review*

OUTCOME	INDICATORS	MEASURES
Ability to manage identified mental health concerns improves	Decrease in incidences that pose a danger to others Increase in socially appropriate behaviour at home and in the community Decrease in hospitalizations Decrease in incidences requiring police involvement Taking medications as prescribed	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Education, School, Day Program</b>		
Attendance at school, vocational, day program or volunteer activity is established or increases	Is registered Increase in attendance Increased longevity of school, work or volunteer activity	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Family</b>		
Relationship with family is maintained or improves as appropriate	Decrease in number and severity of incidences before and/or after visits with family	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Social</b>		
Socially and age appropriate behaviours are increased	Demonstrates appropriate social boundaries Behaviours are within social norms	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews

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

### **Service Deliverables**

- 3.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following:
- (a) Residential and child care services (the "Component Services" or "Services") to one or more children who cannot remain in their own homes and cannot for the present adjust to a family care home, but who still have the ability - with supports - to function as members of the community, in accordance with the provisions of in this Component Schedule including its Attachment 3.



- (b) The contractor will assume the responsibility for the care and nurturing of up to the specified number of children, each referred to as a "child", at any one time during the term of this Agreement, at the following care setting or care settings (the "Care Setting"), as follows:

Type of Component Services	Care Setting	No. of Children
Staffed/Specialized Child Care	33416 13th Avenue Mission, BC V2V 4S3	1

- (c) The contractor will reside in the Care Setting during the Term of this Component Schedule as agreed to below:

Care Setting	Contractor to reside?
33416 13th Avenue Mission, BC V2V 4S3	No

- (d) The child/children to be cared for in the Care Setting can be described as:

**1 bed Male resource. To stabilize youth that has not been able to reside in a Foster Care Home. Presenting behaviour and/or mental health concerns that result in verbal/physical outbursts and maladaptive conduct**

- (e) The Service to be provided to the child/children in the Care Setting is:

Inputs: Facility

1 bed house in Mission that is staffed 24/7.

Inputs: Staffing

2, 24 hour staff members at all times, as well as the support of Family Support Worker, and emergency team leader.

Activities

Encourage/ implement/ supervise required health care routines.

Administer medications. Monitor and report side effects.

Encourage/facilitate regular punctual attendance at school, day program/family visits/recreational activities.

Provide transportation to/from appointments/school/day program/family visits/recreational activities as per plan of care.

Facilitate appropriate contact with family members identified by child/youth's social worker. Supervise contact as directed.

Seek out recreational opportunities. Encourage/facilitate attendance. Engage in activity as required.

Provide opportunities/activities that encourage positive peer interaction.

Promote/facilitate child/youth's involvement in personal care routines.

The goal with any placement in this resource will be to return to family, if appropriate, or to place in a longer term option such as a foster family home. This goal reflects CFCSA guiding principles and provincial standards. Support and encourage transition planning and child/youth's involvement. Accompany to pre-placement visits as required. Provide appropriate luggage if required. Assist in preparations for a move.

### **Admission/Discharge Process**

Wherever possible, Guardianship and Resource Social Worker will provide contractor with a comprehensive referral package on youth prior to placement of youth. Where time does not permit for the sharing of written referral information, FVACFSS will ensure that contractor is provided verbal information on any and all known behaviours which constitute safety risks for the youth, the contractor and/or the community.

A Guardianship Social Worker and the youth in care must be present at during the intake/admission of child/youth into the resource

The contractor will creatively strategize and persistently engage the youth to avoid placement breakdown.

The youth may be discharged from the contracted specialized resource in consultation with the Resource Social Worker or Resource Team Leader and the Guardianship Social Worker in the event that (1) the youth is incarcerated, (2) the youth is AWOL for more than 7 days, (3) the contractor is unable to maintain the safety of the youth and/or the resource due to the youth's behaviour. All discharge planning must be discussed with the Resource Social Worker liaison.

### **Reporting**

Progress report will be submitted to Residential Contract Negotiator on a monthly basis in the content and format approved by FVACFSS. The contractor is required to maintain a Daily Log. Critical incidences must be reported to the Guardianship social worker or After Hours by telephone when they occur and received in writing by the Guardianship social worker and the Contract Liaison social worker the next business day.

### **Budget**

Approved budget attached to this contract.

Damages sustained to the home by youth, above the approved contract amount will be billed upon approval of FVACFSS Resource Worker

Additional provisions

Approval of the contract liaison social worker is required prior to the provision of any services or purchases not included in the attached budget. Invoices for purchases must be supported by receipts and must be submitted no later than 30 days after the purchase. Invoices for services must be submitted on a monthly basis and must be supported by details of the services. Invoices submitted for services and purchases in the previous FVACFSS fiscal year will not be accepted past April 30<sup>th</sup>. In the event of cancellation of the Component Services Schedule, invoices will not be accepted after the cancellation date.

- (f) In relation to the comprehensive plan of care, the Contractor agrees to:
  - (i) participate in the development of the comprehensive plan of care for each child placed in the Care Setting when requested by the Director.
  - (ii) assume responsibility for implementing those parts of the child's comprehensive plan of care related to the child's residential placement and to the child's safety and well-being in association with the residential placement.
  - (iii) measure achievement of goals related to the child's residential placement, as stated in each child's comprehensive plan of care.
- (g) The Contractor agrees to perform for all children placed in the Care Setting the caring functions normally provided by a child's parent(s).
- (h) The Contractor will assist the Director to meet the rights of children in care under the Child, *Family and Community Service Act*, Section 70.
- (i) The Contractor agrees to cooperate with:
  - (i) any custody or access orders or agreements relating to the child.
  - (ii) the parent(s)/guardian of the child, when specified in the plan of care.
- (j) The Contractor agrees to support and encourage the child's relationship with their parent(s), extended family and/or guardian, according to the plan of care for the child.
- (k) The Contractor will notify the parent(s) and/or guardian, where the parent(s) and/or guardian can be notified, in the case of medical emergency or of any changes in the circumstance of the child including those matters so indicated in Agreements where they exist between the parent(s) or guardian and a Director.
- (l) The Contractor will provide the Director full information and particulars concerning a child upon request of a Director or his/her representative.

- (m) The Contractor will ensure all information, statements and documents submitted to the Director in connection with this Component Schedule are true and correct.
- (n) The Contractor will ensure any employee, sub-contractor or volunteer of the Contractor is suitably qualified to be entrusted with the care and protection of children.
- (o) The Contractor will consider all requests by the Director to place children in the care or charge of a Director into the Care Setting.
- (p) The Contractor will provide access to the child by:
  - (i) the social worker designated by a Director;
  - (ii) those persons authorized by a Director; and
  - (iii) those persons authorized access through a court order.
- (q) The Contractor will not permit the child to leave the Province of British Columbia without the written permission of the social worker designated by the Director.
- (r) Caregiver, as defined in Section 1 of the *Child, Family and Community Service Act*, may include the Contractor, a sub-contractor or a staff member of the Contractor. A Director must agree with the placement of a child with any Caregiver. The process for approval of caregivers used by the Contractor is as agreed below:

Standard G - Standards for Staffed Children's Residential Services (1998).

[http://www.mcf.gov.bc.ca/child\\_protection/pdf/standards\\_residential\\_services.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/standards_residential_services.pdf)

- (s) The Contractor will ensure that:
  - (i) all firearms and ammunition in the Care Setting are stored and locked separately from each other;
  - (ii) a smoke detector is located in the corridor of each sleeping area, and on each floor of the Care Setting;
  - (iii) proper medication storage and dispensing procedures are followed;
  - (iv) the child wears a seat belt or is placed in an approved seating and safety restraint while traveling in vehicles;
  - (v) adequate insurance coverage is maintained for any motor vehicles; and
  - (vi) any crib meets Federal Government safety standards.
- (t) The Contractor will provide a safe motor vehicle or otherwise provide for the safe transportation of any child placed with the Care Setting and comply with the provisions of the *Motor Vehicle Act* and related *Regulations*.

- (u) The Contractor will actively encourage community support and to maintain neighbourhood education and involvement, if the Care Setting is a group home or a staffed residential resource.
- (v) The performance of the contract during its term will be monitored by both parties in the manner agreed to below:
  - a) **Caregiver Support Services Standard 21: Monitoring of and Liaison With Staffed**
  - b) **Children's Residential Services provided to the Contractor; Incident reports;**
  - c) **Monthly reporting; Year end reports.**
- (w) Both parties agree to a dispute resolution process as outlined below, notwithstanding Section 13.01 of the Agreement.
  - a) **Local process to be followed in resolving any disputes between the contractor and FVACFSS in respect of the contract terms. Process provided to the contractor for reference.**
- (x) The definitions contained in Section 1 of the *Child, Family and Community Service Act* apply to and have the same meaning when used in this Component Schedule.
- (y) It is acknowledged for the purpose of this Component Schedule, the term "guardian" means the legal guardian of the child or children.
- (z) The Director will adhere to the provisions of the "Obligations of the Director", as outlined in Attachment 3 of this Component Schedule.
- (aa) The Contractor agrees to acknowledge the Ministry of Children and Family Development involvement and funding in all public communications including press releases, published reports, brochures, radio and television and public meetings.
- (bb) A Director may at any time, in his or her sole discretion, retake physical care and control of a child who is receiving services from the Contractor and revoke any guardianship authority specified or implied delegated by a Director to the Contractor.
- (cc) If in default of any of the Contractor's obligations under this Component Schedule, then:
  - (i) the Contractor will forthwith notify a Director of the nature and extent of the default;
  - (ii) a Director may, whether or not a notice has been received pursuant to Section 12.01 of the Agreement:
    1. move the child to an alternate Care Setting, as specify in Section 12.06 of the Agreement;
    2. pursuant to Section 3.05 of the Agreement reduce the payments made as per this Component Schedule to reflect the reasonable costs of relocating the Child and providing alternative services; and

3. pursuant to Sections 12.03(a) and 12.08 of the Agreement terminate this Component Schedule.

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

#### ***Policies and Standards***

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

(A) Standards for Staffed Children's Residential Services (1998).

[http://www.mcf.gov.bc.ca/child\\_protection/pdf/standards\\_residential\\_services.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/standards_residential_services.pdf)

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

(a) Standards for Staffed Children's Residential Services.

(b) Standards for Foster Home, as required.

(c) **Applicable Caregiver Support Service Standards (2006). Child and Family Development Service Standards**

(d) **Child and Family Development Service Standards - Children in Care Service Standards (2006).**

[http://www.mcf.gov.bc.ca/child\\_protection/pdf/cfd\\_ss\\_may08.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/cfd_ss_may08.pdf)

(e) **Accreditation Standards if applicable**

#### ***Operational Principles***

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

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

#### ***Advocacy***

- 3.7 The parties recognize that advocacy includes a child's right for their views to be heard and considered in decisions affecting them and that no party will take

retributive action towards the other party or a child as a result of that party supporting the child's or the child's representative's expression of the child's views.

### ***Cultural Competency***

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

### ***Religious Belief or Religious Affiliation***

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

### ***Client Complaint Resolution***

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

## **PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS**

### ***Aggregate Maximum***

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$158,850.00 in the aggregate for providing the Component Services during the Funding Period.

### ***Payments***

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) The Contractor will receive the payments described below during the term of the Agreement Funding Period. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.
  - (b) For the following Component Services the fixed monthly rate and per diem rate shall be in accordance with current Province policy as communicated to the Contractor from time to time. It is understood that any subsequent changes in the Province fixed monthly and per diem policy applicable to this Component Schedule will result in an automatic

adjustment to the aggregate amount of this Component Schedule from the date the change in policy takes effect. The Province will inform the Contractor of any changes in fixed rates by general notification. No modification of the Agreement or any Component Schedules to the Agreement is required in the event of a change in the fixed rate.

Component Services	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Not Applicable				

- (c) For the following Component Services the fixed monthly rate and the per diem rate shall remain as listed below for the term of the Funding Period.

Component Service	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Staffed/Specialized Child Care	1	\$16,880.00	\$770.00	\$158,850.00
Total:				\$158,850.00

- (d) The Contractor will receive payment based on the following rates upon submission of a monthly statement of accounts for actual usage. This payment is not included in the total contract aggregate as shown in Part IV Section 4.1.

Component Services	Capacity	Per Diem Monthly Rate Subject to usage and billing
Not Applicable		

Ministry of Children and Family Development Use Only				
Component Services	Resp. Center	Activity Number	STOB	Total Amount
Staffed/Specialized Child Care	IFD	XL418	A502	\$158,850.00

### **Unearned Revenue**

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:

- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or



(b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.

4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under the Agreement.

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

(a) Not Applicable

## **PART V: STATEMENTS AND REPORTS**

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

(a) the quantity of services (by # of hours, # of sessions, bed days, etc.) and any variance from expected and contracted deliverables,

(b) a description of the children who used the services during the reporting period (by total number, by gender, by age and any other demographics relevant to the purposes and goals of the Component Services),

(c) To, in accordance with Sections 7.01, 7.02, 7.05 and 9.05 of the Agreement and 6.08 in this Component Schedule, establish and maintain records, including financial records, with respect to any child placed with the Contractor,

(d) As specified in Section 3.2 (e) - Reporting

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

5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3<sup>rd</sup> quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

## **PART VI: INFORMATION MANAGEMENT PLAN**

### ***Definitions***

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

Records created or collected while providing ongoing client services during the contract in the custody of the Contractor are owned by FVACFSS

All child records

***Document Ownership***

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

Contractor Administrative Documents

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

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

- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.

- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.

- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.

- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.

- 6.8 The Contractor must keep all Documents segregated from other documents to the extent it is practical to do so, safeguard them and not permit their disposition or destruction without the prior written consent of the Province except as permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which

the Contractor is keeping any of the Documents. This section continues in force after the Agreement ends.

- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:

**Provincial documents in the Contractors custody to be retained in a format acceptable to the Ministry and for the term stated in the Ministry of Children and Family Development Operational Records Classification System (ORCS). Provincial documents are to be maintained and returned in the manner described in the in the Off- Site Storage and Transfer of Contractor Records (2003) provided to the Contractor for reference.**

- 6.10 If the Contractor's Documents includes any Child Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Child Records to the Province.

#### ***Information Systems***

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

### **PART VII: GENERAL**

#### ***Property***

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

(a) Not Applicable

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

(a) Not Applicable

### ***Building Code***

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

### ***Business Registration***

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

### ***Permits and Licenses***

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

(a) Community Facilities Licensing

(b) Any permits or licenses required by municipal or health authorities for the operations of the Services delineated in Section 3.2

(c) Any municipal, provincial, federal permits and licenses to provide the Services including motor vehicle licenses of the appropriate class to provide transportation to clients

### ***Insurance***

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

### ***Workers' Compensation Board (WCB)***

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

### ***Subcontractors***

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

(a) Anyone providing service under this CSS.

### ***Contact Information***

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

Address and fax number for notices to the Province:

Address: 1 7201 Vedder Road, Chilliwack, BC V2R 4G5  
Fax Number: (604) 824-5226

Address and fax number for notices to the Contractor:

Address: 2309 McCallum Road, Abbotsford, BC V2S 3N7  
Fax Number:

***Authorized Persons***

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

- (a) Not Applicable
- (b) The Province will designate a social worker to supply on a regular basis such assistance and advice as may be requested by the Care Setting and at a level consistent with available staff time.
- (c) The social worker will perform the following functions:
  - (i) Assure there is comprehensive plan of care for each child placed in the Care Setting which is appropriate to the child's needs and to the standards and other conditions of care and nurturing provided for in Voluntary Care, Special Needs and Support Services agreements with the child's parent(s) and/or guardian where they exist;
  - (ii) Assess the progress of the contractor's performance of their duties and obligations under the comprehensive plan of care as established under 7.10(c)(i);
  - (iii) Involve the Contractor and the child's parent(s) and/or guardian in all planning decisions relating to the child;
  - (iv) Complement and encourage the child's relationship with the Contractor and the child's parent(s) and/or guardian;
  - (v) Where appropriate, be involved in contacts between the Contractor and the child's parent(s), child's extended family and/or guardian of the child;
  - (vi) Assist the Contractor in the appropriate use of community resources at the reasonable request of the Contractor; and
  - (vii) Where appropriate, assist the Contractor in contacts with the police and courts.

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

- (a) Not Applicable

### ***Termination***

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

## **PART VIII: SERVICE SPECIFIC PROVISIONS**

### ***Criminal Records Check***

- 8.1 In accordance with the *Criminal Records Review Act*, the Contractor will undertake a criminal record check on each staff member or other person (such as a volunteer for the Contractor) who works with children or who has access to their records.
- 8.2 In addition to any criminal record checks required under the *Criminal Records Review Act*, the Province hereby requires and the Contractor agrees to carry out criminal records checks on:
- (a) Volunteers, students or other individuals who have, or potentially have unsupervised access to children or their records
- 8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:
- (a) criminal record checks have been initiated;
  - (b) the Contractor has acted on instructions from the adjudicator or the Province; and
  - (c) all other related procedures have been followed.

### ***Waivers Of Liability relating to Services to Children***

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

### ***Rights of Children in Care***

- 8.5 If the Contractor is providing Component Services to children in care under the *Child, Family and Community Service Act*, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:
- (a) be fed, clothed and nurtured according to community standards and to be given the same quality of care as other children in the placement;
  - (b) be informed about their plan of care;
  - (c) be consulted and to express their views, according to their abilities, about significant decisions affecting them;
  - (d) reasonable privacy and to possession of their personal belongings;
  - (e) be free from corporal punishment;

- (f) be informed of the standard of behavior expected by their caregivers and of the consequences of not meeting their caregivers' expectations;
- (g) receive medical and dental care when required;
- (h) participate in social and recreational activities if available and appropriate and according to their abilities and interests;
- (i) receive the religious instruction and to participate in the religious activities of their choice;
- (j) receive guidance and encouragement to maintain their cultural heritage;
- (k) be provided with an interpreter if language or disability is a barrier to consulting with them on decisions affecting their custody or care;
- (l) privacy during discussions with members of their families, subject to the *Child, Family and Community Service Act*, Section 70, Subsection (2);
- (m) privacy during discussions with a lawyer, the Child, Youth and Family Advocate, the Ombudsman, a member of the Legislative Assembly or a member of Parliament;
- (n) be informed about and to be assisted in contacting the Child, Youth and Family Advocate; and
- (o) be informed of their rights under this Act and the procedures available for enforcing their rights.

#### **PART IX: CONFLICT RESOLUTION OFFICIALS**

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

	Province	Contractor
Stage One:	Resource Team Leader	Tamara Smith
Stage Two:	Resource & Programs Manager	Tamara Smith
Stage Three:	Executive Director	Tamara Smith

The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an authorized representative of the Fraser Valley Aboriginal Child and Family Services Society on the \_\_\_\_\_ day of April, 2016.

SIGNED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the \_\_\_\_\_ day of April, 2016.

Print Name: Diane McEachern  
Print Title: Resource & Programs Manager

Print Name: Smith, Tamara Marie  
Print Title: Contractor

# ATTACHMENT 1

## Residential Child Care Resource - 80218;6

### Contractor Revenue and Expense Forecast

Contractor Name/Address: Smith, Tamara Marie 2309 McCallum Road, Abbotsford, BC V2S 3N7

Name of Program(s)/Service(s): Eagle Landing One

Reporting Period (from/to): April 1, 2016 : December 31, 2016

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

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

Comments regarding variances:

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

Signature _____	Date _____
Print Name _____	Print Title _____



**ATTACHMENT 2**  
**Residential Child Care Resource - 80218;6**

**Insurance Requirements**

***Insurance***

The Contractor will:

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

***Insurance and Indemnity***

- 2.01 In addition to the standard insurance required under this Component Schedule, the Contractor will provide the following insurance:
  - (a) The Contractor shall provide, maintain and pay for necessary and adequate third party liability vehicle insurance, as determined in consultation with their insurance agent or insurance broker.
  - (b) The Contractor shall maintain a minimum of \$1,000,000.00 automobile third party liability insurance on any vehicle used to transport children placed in the Care Setting.
  - (c) The Contractor shall be responsible for and pay any deductible under the GMIP.
- 2.02 The Province will take reasonable steps to ensure the coverage specified in Section 1.01 of this Attachment, is continuous for the Term of this Component Schedule but the Province does not accept responsibility for providing coverage in the event the insurance is cancelled or reduced by the insurer.
- 2.03 The Province does not represent or warrant that the policy GMIP contains insurance for any and all losses. It is the Contractor's responsibility to ascertain the exact nature and extent of coverage of the policy as well as any and all terms and conditions of the policy.
- 2.04 The Province will provide the Contractor with pertinent information regarding available insurance coverage for a child's willful acts resulting in damage or loss to the residence.

**Attachment 3**  
**Residential Child Care Resource - 80218;6**

**Obligations of the Director**

In addition to the Component Schedule and the Agreement, the Director covenants and agrees:

**Legal Responsibility**

1. To exercise responsibility:
  - (a) when the child is in the care of a Director by court action under the *Child Family and Community Service Act*, the *Family Relations Act* or the *Adoption Act*, as the guardian of the child, consistent with each child's legal status; or
  - (b) as it relates to the care of the child while in the Care Setting.
2. To ensure all statutory requirements of the *Child, Family and Community Service Act* are fulfilled and to take such steps as the Director or his/her representative considers necessary to ensure adherence to those statutory requirements.
3. To ensure any child placed with the Contractor is in the charge, care or custody of a Director; be a child taken to a safe place under Section 25(1)(a) of the *Child, Family and Community Service Act*; be a child placed under a Support Service Agreement, Voluntary Care Agreement or Special Needs Agreement.

**Planning for the Child**

1. To advise the Contractor as to who is the parent(s) and/or guardian of any client placed with the Contractor and, where a Support Service Agreement, Voluntary Care Agreement or Special Needs Agreement entered into pursuant to Section 5, 6, or 7 of the *Child, Family and Community Service Act* exists between a Director and the parent and/or guardian of a child so placed, provide the Contractor with a copy of the relevant agreement, subject to Part 5 of the Act.
2. To provide the Contractor with all relevant information pertinent for the care of the child, including, but not limited to, medical, educational and personal care information as well as guardianship, custody and access arrangements.
3. To notify the child's parent(s) and/or guardian of any action taken in the interest of the health and well-being of the child where the child's parent(s) and/or guardian could not be immediately contacted.
4. To make all decisions regarding placement of the child in the Care Setting after discussion and agreement with the Contractor.



Contract No. 80218;6

**Fraser Valley Aboriginal Child and Family Services  
CLIENT SERVICES AGREEMENT  
(Fixed Term)**

THIS AGREEMENT (the "Agreement") dated for reference the 7th day of April, 2016.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH  
COLUMBIA, represented by Fraser Valley Aboriginal Children & Family  
Services Society

(the "Province")

AND:

Smith, Tamara Marie

(the "Contractor")

THEREFORE THE PARTIES AGREE AS FOLLOWS:

**1.0 DEFINITIONS**

1.01 In this Agreement:

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

including any modifications to it made by the parties in accordance with section

*Reprint/Re  
view*

15.02;

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

whether complete or not;

- (g) **"Documents"** means the Contractor's Documents and the Province's Documents;
- (h) **"Implementation Protocol"** means the protocol issued by the Province in 1999 governing the implementation of contract reform in the Ministry of Children and Family Development;
- (i) **"Indemnified Person"** means the Province and each of its employees and agents;
- (j) **"Insolvency Event"** means any of the following events, as applicable
  - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
  - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency,
  - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act (Canada)* is made by the Contractor,
  - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act (Canada)*,
  - (v) a receiver or receiver-manager of any of the Contractor's property is appointed, or

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

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

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

## **2.0 TERM**

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on October 1, 2015 and ends on March 31, 2016. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

## **3.0 SERVICES**

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

## **4.0 STANDARDS**

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

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

## **5.0 PAYMENT**

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

## **6.0 COMPONENT SCHEDULES**

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

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

## **7.0 REPORTS AND RECORDS**

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

## **8.0 OWNERSHIP**

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

This section continues in force after this Agreement ends.



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

## **9.0 AUDIT AND SERVICE EVALUATION**

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

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

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

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

## **10.0 INSURANCE AND INDEMNITY**

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

## **11.0 ASSIGNMENT AND SUBCONTRACTING**

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

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

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

## **12.0 ENDING OF AGREEMENT**

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

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

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

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

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

(c) this Agreement has ended under section 12.01.

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

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

### **13.0 CONFLICT RESOLUTION**

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

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

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

#### **14.0 NOTICES**

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

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

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

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

#### **15.0 MISCELLANEOUS**

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

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

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

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

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

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

## **16.0 INTERPRETATION**

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

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

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

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

The parties have executed this Agreement as follows:

**SIGNED** on behalf of the  
Province by an authorized representative  
of the Fraser Valley Aboriginal Children and  
Family Services Society on the \_\_\_\_ day of  
April , 2016.

**SIGNED** by or on behalf of the  
Contractor (or by an authorized signatory  
Of the Contractor if a corporation) on the  
\_\_\_\_ day of April , 2016.

Print Name: Diane McEachern  
Print Title: Resource & Programs Manager

Print Name: Smith, Tamara Marie  
Print Title: Contractor



**BETWEEN**

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

(the "Province", a "Director" as applicable)

**AND**

**Smith, Tamara Marie**

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

**BACKGROUND**

A. The parties entered into an agreement number 82843;5 and dated April 7,  
2016, (the "Agreement").

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

**AGREEMENT**

The parties agree as follows:

1. The capacity for service Staffed/Specialized Child Care has been changed to 1.
2. The fixed rate for service Staffed/Specialized Child Care has been changed to \$16,572.00.
3. The Agreement End Date is: December 31, 2016
4. Additional Details:
5. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

Authorized Representative

Name  
Diane McEachern

Title  
Resource & Programs Manager

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

Contractor or Authorized Signatory

Name  
Smith, Tamara Marie

Title  
Contractor

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



**COMPONENT SERVICES SCHEDULE**  
**Residential Child Care Resource**  
**(FUNDING PERIOD April 1, 2016 - December 31, 2016)**

**PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS**

***Aggregate Maximum***

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$69,368.00 in the aggregate for providing the Component Services during the Funding Period.

***Payments***

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) The Contractor will receive the payments described below during the term of the Agreement Funding Period. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.
- (b) For the following Component Services the fixed monthly rate and per diem rate shall be in accordance with current Province policy as communicated to the Contractor from time to time. It is understood that any subsequent changes in the Province fixed monthly and per diem policy applicable to this Component Schedule will result in an automatic adjustment to the aggregate amount of this Component Schedule from the date the change in policy takes effect. The Province will inform the Contractor of any changes in fixed rates by general notification. No modification of the Agreement or any Component Schedules to the Agreement is required in the event of a change in the fixed rate.

Component Services	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Not Applicable				

- (c) For the following Component Services the fixed monthly rate and the per diem rate shall remain as listed below for the term of the Funding Period.

Component Service	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Staffed/Specialized Child Care	1	\$16,572.00	\$770.00	\$69,368.00
Total:				\$69,368.00

- (d) The Contractor will receive payment based on the following rates upon submission of a monthly statement of accounts for actual usage. This payment is not included in the total contract aggregate as shown in Part IV Section 4.1.

Component Services	Capacity	Per Diem Monthly Rate Subject to usage and billing
Not Applicable		

Ministry of Children and Family Development Use Only				
Component Services	Resp. Center	Activity Number	STOB	Total Amount
Staffed/Specialized Child Care	IFD	XL418	A502	\$69,368.00

### **Unearned Revenue**

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:
- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or
  - (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.
- 4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under the Agreement.
- 4.5 In accordance with section 15.13 of the Agreement, the Contractor will remit to the Province the following:
- (a) *{List refunds and remissions of federal or provincial tax or duty to be remitted to the Province, if any, or type "not applicable"}*

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**BETWEEN**

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represented by the Minister of Children and Family Development  
**"A Director"**

(the "Province", a "Director" as applicable)

**AND**

**Smith, Tamara Marie**

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

Authorized Representative

Name  
Diane McEachern

Title  
Resource & Programs Manager

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

Contractor or Authorized Signatory

Name  
Smith, Tamara Marie

Title  
Contractor

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

**COMPONENT SERVICES SCHEDULE**  
**Residential Child Care Resource**  
**(FUNDING PERIOD April 1, 2016 - December 31, 2016)**

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Total:				\$69,368.00

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Component Services	Capacity	Per Diem Monthly Rate Subject to usage and billing
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Ministry of Children and Family Development Use Only				
Component Services	Resp. Center	Activity Number	STOB	Total Amount
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- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or
  - (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.
- 4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under the Agreement.
- 4.5 In accordance with section 15.13 of the Agreement, the Contractor will remit to the Province the following:
- (a) {List refunds and remissions of federal or provincial tax or duty to be remitted to the Province, if any, or type "not applicable"}

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**COMPONENT SERVICES SCHEDULE**  
**Residential Child Care Resource**  
**(FUNDING PERIOD April 1, 2016 - December 31, 2016)**

**PART I: INTRODUCTION**

- 1.1 This Component Schedule forms part of the Client Services Agreement dated for reference the 7th day of April, 2016 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

**PART II: FUNDING PERIOD**

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2016 and ends on December 31, 2016 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

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

***Desired Outcomes***

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:

<b>Contract Section – 3.1 Desired Outcomes</b>
--

*Reprint/Re  
view*

OUTCOME	INDICATORS	MEASURES
<b>Health and Mental Health</b>		
Active participation in own good health is increased	Follows through on any recommendations arising from medical assessments Taking medications as prescribed	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
Frequency and severity of incidents involving the misuse of substances is reduced	Decrease in the frequency of using drugs / alcohol or other substances Decrease in # of reportable incidents	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Social</b>		
Socially and age appropriate behaviours are increased	Demonstrates appropriate social boundaries Behaviours are within social norms	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Emotional and Behavioural</b>		
Emotional health is maintained or increases	Reduced incidences maladaptive behaviours ( eg fire setting, smearing, inappropriate language) Reduced incidences of damage to property, self and others Follows house rules and expectations	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Stabilization and Transition</b>		
Increase stability	Participation in normal daily home routines Decrease in AWOLS	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews

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

### **Service Deliverables**

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

- (a) Residential and child care services (the "Component Services" or "Services") to one or more children who cannot remain in their own homes and cannot for the present adjust to a family care home, but who still have the ability - with supports

- to function as members of the community, in accordance with the provisions of in this Component Schedule including its Attachment 3.

- (b) The contractor will assume the responsibility for the care and nurturing of up to the specified number of children, each referred to as a "child", at any one time during the term of this Agreement, at the following care setting or care settings (the "Care Setting"), as follows:

Type of Component Services	Care Setting	No. of Children
Staffed/Specialized Child Care	8914 Beryl Street Chilliwack, BC V2P 7G1	2

- (c) The contractor will reside in the Care Setting during the Term of this Component Schedule as agreed to below:

Care Setting	Contractor to reside?
8914 Beryl Street Chilliwack, BC V2P 7G1	No

- (d) The child/children to be cared for in the Care Setting can be described as:

- (i) **2 Bed, Aged up to 18 years of age.**
- (ii) **Female**
- (iii) **Presenting with Issues that limit their ability to be placed in a Foster home.**
- (iv) **Purpose is focussed on stabilization.**
- (v) **Duration of stay is short to medium**

- (e) The Service to be provided to the child/children in the Care Setting is:

- (i) **Inputs: Facility**
  - 1. **House located in Chilliwack, BC and is staffed 24/7.**
  - 2. **Two separate units that run independently in the same home**
- (ii) **Inputs: Staffing**
  - 1. **Two 24/7 front line staff (usually 3 primary caregivers rotating, and additional relief staff as needed). Each child has a primary caregiver at all times**
- (iii) **Activities**
  - 1. **Encourage and supervise required health care routines.**
  - 2. **Administer medications. Monitor and report side effects.**



3. Encourage participation in own health care.
4. Encourage regular punctual attendance at school, day program/family visits/recreational activities.
5. Facilitate to/from appointments/school/work/day program/family visits/ recreational activities as per plan of care.
6. Encourage/facilitate contact with appropriate religious and/or cultural community members.
7. Seek out recreational opportunities. Facilitate attendance. Engage in activity as required.
8. Provide opportunities/activities that encourage positive peer interaction.
9. Explore/Demonstrate and Encourage positive and healthy responses to frustration, intimidation, defensiveness, aggression or any other negative feelings.
10. Promote/facilitate child/youth's involvement in personal care routines.
11. Involve child/youth in life skill activities that include but are not limited to: shopping/budgeting/ meal preparation/ household chores/ use of public transportation.
12. Acquaint children/youth with local community services. Assist in accessing services. Attend as required.
13. Support/facilitate transition planning and child/youth's involvement. Accompany to pre-placement visits as required. Provide appropriate luggage if required. Assist in preparations for a move.

**(iv) Admission/Discharge Process**

1. Wherever possible, Guardianship and Resource Social Worker will provide contractor with a comprehensive referral package on youth prior to placement of youth.
2. Where time does not permit for the sharing of written referral information FVACFSS will ensure that contractor is provided verbal information on any and all known behaviours which constitute safety risks for the youth, the contractor and/or the community.
3. A Guardianship Social Worker and the youth in care must be present at during the intake/admission of child/youth into the resource

4. The contractor will creatively strategize and persistently engage the youth to avoid placement breakdown.
5. The youth may be discharged from the contracted specialized resource in consultation with the Resource Social Worker or Resource Team Leader and the Guardianship Social Worker in the event that
  - (1) the youth is incarcerated,
  - (2) the youth is AWOL for more than 7 days,
  - (3) the contractor is unable to maintain the safety of the youth and/or the resource due to the youth's behaviour.
6. All discharge planning must be discussed with the Resource Social Worker liaison.

(v) Reporting

1. Progress report will be submitted to Resource Liaison on a monthly basis in the content and format approved by FVACFSS.
2. The contractor is required to maintain a Daily Log.
3. Critical incidences must be reported to the Guardianship social worker or After Hours by telephone when they occur and received in writing by the Guardianship social worker and the Contract Liaison social worker the next business day.

(vi) Budget

<b>BUDGET – Healing Grounds -Tamara Smith</b>		
<b>Robson Street House</b>		
	<b>FIXED</b>	<b>VARIABLE</b>
<b>WAGES &amp; BENEFITS</b>		
Caregiver payments (primary)	1,500.00	
2 Residence Worker	11,000.00	
Senior Resident Worker (Supervisor)	1,250.00	
Residential Coordinator	1,250.00	
Team Leader (24 hr pager)	1,000.00	
<b>Total Benefits</b>	122.00	
	16,122.00 (SUBTOTAL)	
<b>PROGRAM COSTS</b>		
Activities	400.00	
Transportation	300.00	

Non prescription medication	40.00	
Food	600.00	
Household supplies	50.00	
Telephone/cell/pager (staff)	150.00	
Program supplies	30.00	
Training and Professional Devel.	100.00	
	1,670.00 (Subtotal)	
<b>FACILITY COST</b>		
Rent/Lease	2100.00	
Insurance (house and contents)	100.00	
Utilities (gas and hydro)	1000.00	
House phone	50.00	
Cable	80.00	
Maintenance	50.00	
Replacement costs ( furniture and equipment)	100.00	
	2580.00 (Subtotal)	
<b>CLIENT MAINTENANCE COSTS</b>		
Clothing		200.00
Bus Pass		80.00
Allowance, chore incentives		80.00
Gifts		80.00
School fees/supplies		80.00
Personal & other		250.00
		780.00 (SUBTOTAL)
Administration Fee	1000.00	
<b>Total Program Costs</b>	<b>\$21,372.00</b>	<b>\$770.00 (X2)</b>
<b>MONTHLY TOTAL (COMBINED)</b>		<b>\$22,912.00</b>

(vii) Additional Provisions

1. **Approval of the contract liaison social worker is required prior to the provision of any services or purchases not included in the attached budget.**
  2. **Invoices for purchases must be supported by receipts and must be submitted no later than 30 days after the purchase.**
  3. **Invoices for services must be submitted on a monthly basis and must be supported by details of the services.**
  4. **Invoices submitted for services and purchases in the previous FVACFSS fiscal year will not be accepted past April 30th.**
  5. **In the event of cancellation of the Component Services Schedule, invoices will not be accepted after the cancellation date.**
- (f) In relation to the comprehensive plan of care, the Contractor agrees to:
- (i) participate in the development of the comprehensive plan of care for each child placed in the Care Setting when requested by the Director.
  - (ii) assume responsibility for implementing those parts of the child's comprehensive plan of care related to the child's residential placement and to the child's safety and well-being in association with the residential placement.
  - (iii) measure achievement of goals related to the child's residential placement, as stated in each child's comprehensive plan of care.
- (g) The Contractor agrees to perform for all children placed in the Care Setting the caring functions normally provided by a child's parent(s).
- (h) The Contractor will assist the Director to meet the rights of children in care under the *Child, Family and Community Service Act*, Section 70.
- (i) The Contractor agrees to cooperate with:
- (i) any custody or access orders or agreements relating to the child.
  - (ii) the parent(s)/guardian of the child, when specified in the plan of care.
- (j) The Contractor agrees to support and encourage the child's relationship with their parent(s), extended family and/or guardian, according to the plan of care for the child.
- (k) The Contractor will notify the parent(s) and/or guardian, where the parent(s) and/or guardian can be notified, in the case of medical emergency or of any changes in the circumstance of the child including those matters so indicated in Agreements where they exist between the parent(s) or guardian and a Director.

- (l) The Contractor will provide the Director full information and particulars concerning a child upon request of a Director or his/her representative.
- (m) The Contractor will ensure all information, statements and documents submitted to the Director in connection with this Component Schedule are true and correct.
- (n) The Contractor will ensure any employee, sub-contractor or volunteer of the Contractor is suitably qualified to be entrusted with the care and protection of children.
- (o) The Contractor will consider all requests by the Director to place children in the care or charge of a Director into the Care Setting.
- (p) The Contractor will provide access to the child by:
  - (i) the social worker designated by a Director;
  - (ii) those persons authorized by a Director; and
  - (iii) those persons authorized access through a court order.
- (q) The Contractor will not permit the child to leave the Province of British Columbia without the written permission of the social worker designated by the Director.
- (r) Caregiver, as defined in Section 1 of the *Child, Family and Community Service Act*, may include the Contractor, a sub-contractor or a staff member of the Contractor. A Director must agree with the placement of a child with any Caregiver. The process for approval of caregivers used by the Contractor is as agreed below:
  - (i) **Standard G - Standards for Staffed Children's Residential Services (1998).**  
[http://www.mcf.gov.bc.ca/child\\_protection/pdf/standards\\_residential\\_services.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/standards_residential_services.pdf)
- (s) The Contractor will ensure that:
  - (i) all firearms and ammunition in the Care Setting are stored and locked separately from each other;
  - (ii) a smoke detector is located in the corridor of each sleeping area, and on each floor of the Care Setting;
  - (iii) proper medication storage and dispensing procedures are followed;
  - (iv) the child wears a seat belt or is placed in an approved seating and safety restraint while traveling in vehicles;
  - (v) adequate insurance coverage is maintained for any motor vehicles; and
  - (vi) any crib meets Federal Government safety standards.
- (t) The Contractor will provide a safe motor vehicle or otherwise provide for the safe transportation of any child placed with the Care Setting and comply with the provisions of the *Motor Vehicle Act* and related *Regulations*.
- (u) The Contractor will actively encourage community support and to maintain neighbourhood education and involvement, if the Care Setting is a group home or a staffed residential resource.

- (v) The performance of the contract during its term will be monitored by both parties in the manner agreed to below:
  - (i) **Caregiver Support Services Standard 21: Monitoring of and Liaison With Staffed Children's Residential Services provided to the Contractor;**
  - (ii) **Incident reports;**
  - (iii) **Monthly reporting;**
  - (iv) **Year end reports.**
- (w) Both parties agree to a dispute resolution process as outlined below, notwithstanding Section 13.01 of the Agreement.
  - (i) **Local process to be followed in resolving any disputes between the contractor and the Province in respect of the contract terms. Process provided to the contractor for reference.**
- (x) The definitions contained in Section 1 of the *Child, Family and Community Service Act* apply to and have the same meaning when used in this Component Schedule.
- (y) It is acknowledged for the purpose of this Component Schedule, the term "guardian" means the legal guardian of the child or children.
- (z) The Director will adhere to the provisions of the "Obligations of the Director", as outlined in Attachment 3 of this Component Schedule.
- (aa) The Contractor agrees to acknowledge the Ministry of Children and Family Development involvement and funding in all public communications including press releases, published reports, brochures, radio and television and public meetings.
- (bb) A Director may at any time, in his or her sole discretion, retake physical care and control of a child who is receiving services from the Contractor and revoke any guardianship authority specified or implied delegated by a Director to the Contractor.
- (cc) If in default of any of the Contractor's obligations under this Component Schedule, then:
  - (i) the Contractor will forthwith notify a Director of the nature and extent of the default;
  - (ii) a Director may, whether or not a notice has been received pursuant to Section 12.01 of the Agreement:
    1. move the child to an alternate Care Setting, as specify in Section 12.06 of the Agreement;
    2. pursuant to Section 3.05 of the Agreement reduce the payments made as per this Component Schedule to reflect the reasonable costs of relocating the Child and providing alternative services; and
    3. pursuant to Sections 12.03(a) and 12.08 of the Agreement terminate this Component Schedule.

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

#### ***Policies and Standards***

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

- (a) **Standards for Staffed Children's Residential Services (1998).**  
[http://www.mcf.gov.bc.ca/child\\_protection/pdf/standards\\_residential\\_services.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/standards_residential_services.pdf)

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

- (a) Standards for Staffed Children's Residential Services.
- (b) Standards for Foster Home, as required.
- (c) **Applicable Caregiver Support Service Standards (2006).**
- (d) **Child and Family Development Service Standards.**
- (e) **Child and Family Development Service Standards - Children in Care Service Standards (2006).**  
[http://www.mcf.gov.bc.ca/child\\_protection/pdf/cfd\\_ss\\_may08.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/cfd_ss_may08.pdf)
- (f) **Accreditation Standards, if applicable.**

#### ***Operational Principles***

- 3.6 The parties agree that the following operational principles apply to the provision of the Component Services:
- (a) children, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;
- (b) development of child comprehensive care plans will, as appropriate to the circumstances of the child, involve the child, whether individual or family and other persons or authorities involved in the child's care.

#### ***Advocacy***

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

### ***Cultural Competency***

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

### ***Religious Belief or Religious Affiliation***

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

### ***Client Complaint Resolution***

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

## **PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS**

### ***Aggregate Maximum***

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$206,208.00 in the aggregate for providing the Component Services during the Funding Period.

### ***Payments***

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) The Contractor will receive the payments described below during the term of the Agreement Funding Period. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.



- (b) For the following Component Services the fixed monthly rate and per diem rate shall be in accordance with current Province policy as communicated to the Contractor from time to time. It is understood that any subsequent changes in the Province fixed monthly and per diem policy applicable to this Component Schedule will result in an automatic adjustment to the aggregate amount of this Component Schedule from the date the change in policy takes effect. The Province will inform the Contractor of any changes in fixed rates by general notification. No modification of the Agreement or any Component Schedules to the Agreement is required in the event of a change in the fixed rate.

Component Services	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Not Applicable				

- (c) For the following Component Services the fixed monthly rate and the per diem rate shall remain as listed below for the term of the Funding Period.

Component Service	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Staffed/Specialized Child Care	2	\$21,372.00	\$770.00	\$206,208.00
Total:				\$206,208.00

- (d) The Contractor will receive payment based on the following rates upon submission of a monthly statement of accounts for actual usage. This payment is not included in the total contract aggregate as shown in Part IV Section 4.1.

Component Services	Capacity	Per Diem Monthly Rate Subject to usage and billing
Not Applicable		

Ministry of Children and Family Development Use Only				
Component Services	Resp. Center	Activity Number	STOB	Total Amount
Staffed/Specialized Child Care	IFD	XL418	A502	\$206,208.00

### **Unearned Revenue**

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:

- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or

- (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.

4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under the Agreement.

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

- (a) N/A

## **PART V: STATEMENTS AND REPORTS**

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

- (a) the quantity of services (by # of hours, # of sessions, bed days, etc.) and any variance from expected and contracted deliverables,
- (b) a description of the children who used the services during the reporting period (by total number, by gender, by age and any other demographics relevant to the purposes and goals of the Component Services),
- (c) To, in accordance with Sections 7.01, 7.02, 7.05 and 9.05 of the Agreement and 6.08 in this Component Schedule, establish and maintain records, including financial records, with respect to any child placed with the Contractor,
- (d) **As specified in Section 3.2 (e) – Reporting.**

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

5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3<sup>rd</sup> quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

## **PART VI: INFORMATION MANAGEMENT PLAN**

### ***Definitions***

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

(a) **Records created or collected while providing ongoing client services during the contract in the custody of the Contractor are owned by the Province,**

(b) **All child records.**

***Document Ownership***

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

(a) **Contractor Administrative Records**

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

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

6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.

6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.

6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.

6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.

6.8 The Contractor must keep all Documents segregated from other documents to the extent it is practical to do so, safeguard them and not permit their disposition or destruction without the prior written consent of the Province except as permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is

keeping any of the Documents. This section continues in force after the Agreement ends.

- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- (a) **Provincial documents in the Contractors custody to be retained in a format acceptable to the Ministry and for the term stated in the Ministry of Children and Family Development Operational Records Classification System (ORCS). Provincial documents are to be maintained and returned in the manner described in the in the Off- Site Storage and Transfer of Contractor Records (2003) provided to the Contractor for reference.**
- 6.10 If the Contractor's Documents includes any Child Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Child Records to the Province.

#### ***Information Systems***

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

### **PART VII: GENERAL**

#### ***Property***

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
- (a) **N/A**
- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this agreement is to be owned by the Contractor or Subcontractor as indicated:
- (a) **N/A**

### ***Building Code***

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

### ***Business Registration***

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

### ***Permits and Licenses***

- 7.5 The Contractor will obtain all the permits and licenses required to perform the Component Services, including:
- (a) Community Facilities Licensing
  - (b) Any permits or licenses required by municipal or health authorities for the operations of the Services delineated in Section 3.2
  - (c) Any municipal, provincial, federal permits and licenses to provide the Services, including motor vehicle licenses of the appropriate class to provide transportation to clients

### ***Insurance***

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

### ***Workers' Compensation Board (WCB)***

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

### ***Subcontractors***

- 7.8 The following persons or group of persons, are specified as Subcontractors under section 11.01 of the Agreement:
- (a) Anyone providing service under this CSS.

### ***Contact Information***

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

Address and fax number for notices to the Province:

Address: 1 7201 Vedder Road, Chilliwack, BC V2R 4G5  
Fax Number: (604) 824-5226

Address and fax number for notices to the Contractor:

Address: 2309 McCallum Road, Abbotsford, BC V2S 3N7  
Fax Number:

### ***Authorized Persons***

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

- (a) N/A
- (b) The Province will designate a social worker to supply on a regular basis such assistance and advice as may be requested by the Care Setting and at a level consistent with available staff time.
- (c) The social worker will perform the following functions:
  - (i) Assure there is comprehensive plan of care for each child placed in the Care Setting which is appropriate to the child's needs and to the standards and other conditions of care and nurturing provided for in Voluntary Care, Special Needs and Support Services agreements with the child's parent(s) and/or guardian where they exist;
  - (ii) Assess the progress of the contractor's performance of their duties and obligations under the comprehensive plan of care as established under 7.10(c)(i);
  - (iii) Involve the Contractor and the child's parent(s) and/or guardian in all planning decisions relating to the child;
  - (iv) Complement and encourage the child's relationship with the Contractor and the child's parent(s) and/or guardian;
  - (v) Where appropriate, be involved in contacts between the Contractor and the child's parent(s), child's extended family and/or guardian of the child;
  - (vi) Assist the Contractor in the appropriate use of community resources at the reasonable request of the Contractor; and
  - (vii) Where appropriate, assist the Contractor in contacts with the police and courts.

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

- (a) N/A

## **Termination**

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

## **PART VIII: SERVICE SPECIFIC PROVISIONS**

### ***Criminal Records Check***

- 8.1 In accordance with the *Criminal Records Review Act*, the Contractor will undertake a criminal record check on each staff member or other person (such as a volunteer for the Contractor) who works with children or who has access to their records.
- 8.2 In addition to any criminal record checks required under the *Criminal Records Review Act*, the Province hereby requires and the Contractor agrees to carry out criminal records checks on:
- (b) **All paid staff, volunteers, students or other individuals who have, or potentially have, unsupervised access to the children or their records.**
- 8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:
- (a) criminal record checks have been initiated;
- (b) the Contractor has acted on instructions from the adjudicator or the Province; and
- (c) all other related procedures have been followed.

### ***Waivers Of Liability relating to Services to Children***

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

### ***Rights of Children in Care***

- 8.5 If the Contractor is providing Component Services to children in care under the *Child, Family and Community Service Act*, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:
- (a) be fed, clothed and nurtured according to community standards and to be given the same quality of care as other children in the placement;
- (b) be informed about their plan of care;
- (c) be consulted and to express their views, according to their abilities, about significant decisions affecting them;
- (d) reasonable privacy and to possession of their personal belongings;
- (e) be free from corporal punishment;
- (f) be informed of the standard of behavior expected by their caregivers and of the consequences of not meeting their caregivers' expectations;

- (g) receive medical and dental care when required;
- (h) participate in social and recreational activities if available and appropriate and according to their abilities and interests;
- (i) receive the religious instruction and to participate in the religious activities of their choice;
- (j) receive guidance and encouragement to maintain their cultural heritage;
- (k) be provided with an interpreter if language or disability is a barrier to consulting with them on decisions affecting their custody or care;
- (l) privacy during discussions with members of their families, subject to the *Child, Family and Community Service Act*, Section 70, Subsection (2);
- (m) privacy during discussions with a lawyer, the Child, Youth and Family Advocate, the Ombudsman, a member of the Legislative Assembly or a member of Parliament;
- (n) be informed about and to be assisted in contacting the Child, Youth and Family Advocate; and
- (o) be informed of their rights under this Act and the procedures available for enforcing their rights.

## **PART IX: CONFLICT RESOLUTION OFFICIALS**

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

	Province	Contractor
Stage One:	Team Leader	Tamara Smith
Stage Two:	Resource & Programs Manager	Tamara Smith
Stage Three:	Executive Director	Tamara Smith

The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an authorized representative of the Fraser Valley Aboriginal Children and Family Services Society on the \_\_\_\_\_ day of April, 2016.

SIGNED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the \_\_\_\_\_ day of April, 2016.

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Print Name: Diane McEachern  
Print Title: Resource & Programs Manager

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Print Name: Smith, Tamara Marie  
Print Title: Contractor



# ATTACHMENT 1

## Residential Child Care Resource - 82843;5

### Contractor Revenue and Expense Forecast

Contractor Name/Address: Smith, Tamara Marie 2309 McCallum Road, Abbotsford, BC V2S 3N7

Name of Program(s)/Service(s): Beryl Street

Reporting Period (from/to): April 1, 2016 : December 31, 2016

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

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

Comments regarding variances:

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

Signature	Date
Print Name	Print Title

**ATTACHMENT 2**  
**Residential Child Care Resource - 82843;5**

**Insurance Requirements**

***Insurance***

The Contractor will:

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

***Insurance and Indemnity***

- 2.01 In addition to the standard insurance required under this Component Schedule, the Contractor will provide the following insurance:
  - (a) The Contractor shall provide, maintain and pay for necessary and adequate third party liability vehicle insurance, as determined in consultation with their insurance agent or insurance broker.
  - (b) The Contractor shall maintain a minimum of \$1,000,000.00 automobile third party liability insurance on any vehicle used to transport children placed in the Care Setting.
  - (c) The Contractor shall be responsible for and pay any deductible under the GMIP.
- 2.02 The Province will take reasonable steps to ensure the coverage specified in Section 1.01 of this Attachment, is continuous for the Term of this Component Schedule but the Province does not accept responsibility for providing coverage in the event the insurance is cancelled or reduced by the insurer.
- 2.03 The Province does not represent or warrant that the policy GMIP contains insurance for any and all losses. It is the Contractor's responsibility to ascertain the exact nature and extent of coverage of the policy as well as any and all terms and conditions of the policy.
- 2.04 The Province will provide the Contractor with pertinent information regarding available insurance coverage for a child's willful acts resulting in damage or loss to the residence.

**Attachment 3**  
**Residential Child Care Resource - 82843;5**

**Obligations of the Director**

In addition to the Component Schedule and the Agreement, the Director covenants and agrees:

**Legal Responsibility**

1. To exercise responsibility:
  - (a) when the child is in the care of a Director by court action under the *Child Family and Community Service Act*, the *Family Relations Act* or the *Adoption Act*, as the guardian of the child, consistent with each child's legal status; or
  - (b) as it relates to the care of the child while in the Care Setting.
2. To ensure all statutory requirements of the *Child, Family and Community Service Act* are fulfilled and to take such steps as the Director or his/her representative considers necessary to ensure adherence to those statutory requirements.
3. To ensure any child placed with the Contractor is in the charge, care or custody of a Director; be a child taken to a safe place under Section 25(1)(a) of the *Child, Family and Community Service Act*; be a child placed under a Support Service Agreement, Voluntary Care Agreement or Special Needs Agreement.

**Planning for the Child**

1. To advise the Contractor as to who is the parent(s) and/or guardian of any client placed with the Contractor and, where a Support Service Agreement, Voluntary Care Agreement or Special Needs Agreement entered into pursuant to Section 5, 6, or 7 of the *Child, Family and Community Service Act* exists between a Director and the parent and/or guardian of a child so placed, provide the Contractor with a copy of the relevant agreement, subject to Part 5 of the Act.
2. To provide the Contractor with all relevant information pertinent for the care of the child, including, but not limited to, medical, educational and personal care information as well as guardianship, custody and access arrangements.
3. To notify the child's parent(s) and/or guardian of any action taken in the interest of the health and well-being of the child where the child's parent(s) and/or guardian could not be immediately contacted.
4. To make all decisions regarding placement of the child in the Care Setting after discussion and agreement with the Contractor.



Contract No. 82843;5

**Fraser Valley Aboriginal Child and Family Services  
CLIENT SERVICES AGREEMENT  
(Fixed Term)**

**THIS AGREEMENT** (the "Agreement") dated for reference the 7th day of April, 2016.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by **Fraser Valley Aboriginal Children and Family Services Society**

(the "Province")

**AND:**

**Smith, Tamara Marie**

(the "Contractor")

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**1.0 DEFINITIONS**

**1.01** In this Agreement:

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

including any modifications to it made by the parties in accordance with section

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view*

15.02;

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

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

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

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

## **2.0 TERM**

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on October 1, 2015 and ends on March 31, 2016. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

## **3.0 SERVICES**

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

## **4.0 STANDARDS**

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

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

## **5.0 PAYMENT**

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

## **6.0 COMPONENT SCHEDULES**

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



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

## **7.0 REPORTS AND RECORDS**

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

## **8.0 OWNERSHIP**

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

This section continues in force after this Agreement ends.

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

## **9.0 AUDIT AND SERVICE EVALUATION**

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

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

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

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

## **10.0 INSURANCE AND INDEMNITY**

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

## **11.0 ASSIGNMENT AND SUBCONTRACTING**

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

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

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

## **12.0 ENDING OF AGREEMENT**

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

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

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

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

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

(c) this Agreement has ended under section 12.01.

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

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

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

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

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

12.09 On the ending of this Agreement the Contractor must,

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

(i) the Province's Documents, and

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

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

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

### **13.0 CONFLICT RESOLUTION**

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

13.02 The Province must:

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

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

#### **14.0 NOTICES**

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

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

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

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

#### **15.0 MISCELLANEOUS**

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

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

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

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

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

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

## **16.0 INTERPRETATION**

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

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

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

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

The parties have executed this Agreement as follows:

**SIGNED** on behalf of the  
Province by an authorized representative  
of the Fraser Valley Aboriginal Children and  
Family Services Society on the       day of  
April, 2016.

**SIGNED** by or on behalf of the  
Contractor (or by an authorized signatory  
Of the Contractor if a corporation) on the  
day of April , 2016.

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Print Name: Diane McEachern  
Print Title: Resource & Programs  
Manager

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Print Name: Smith, Tamara Marie  
Print Title: Contractor



**COMPONENT SERVICES SCHEDULE**  
**Residential Child Care Resource**  
**(FUNDING PERIOD April 1, 2016 - December 31, 2016)**

**PART I: INTRODUCTION**

- 1.1 This Component Schedule forms part of the Client Services Agreement dated for reference the 7th day of April, 2016 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

**PART II: FUNDING PERIOD**

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2016 and ends on December 31, 2016 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

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

***Desired Outcomes***

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:

*(List desired outcomes)*

OUTCOME	INDICATORS	MEASURES
Health and Mental Health		
Active participation in own good health is increased	Follows through on any recommendations arising from medical assessments Taking medications as prescribed	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
Frequency and severity of incidents involving the misuse of substances is reduced	Decrease in the frequency of using drugs / alcohol or other substances Decrease in # of reportable incidents	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews

*Reprint/Re  
view*

Knowledge of safe and healthy sexual behaviour increases	Introduction to Youth clinics and services Accessing of Youth clinics and services Receives appropriate information based on age and developmental abilities Reduced incidences of risk taking behaviour	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
Ability to manage identified mental health concerns improves	Ability to accurately describe the nature of the diagnosis Decrease in the # of issues related to the condition Decrease in # of suicide attempts Decrease in antisocial activities ( contact with the law, street activities) Decrease in violent and physically aggressive behaviour Decrease in intentional self-harming behaviours Decrease in incidences of verbal abuse Decrease in incidences of intimidation of staff and peers Decrease in incidences that pose a danger to others Decrease in AWOLS Increase in socially appropriate behaviour at home and in the community Decrease in hospitalizations Decrease in incidences requiring police involvement Taking medications as prescribed Voluntarily accessing mental health services	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Social</b>		
Socially and age appropriate behaviours are increased	Demonstrates appropriate social boundaries Behaviours are within social norms	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Emotional and Behavioural</b>		
Emotional health is maintained or increases	Reduced incidences maladaptive behaviours ( eg fire setting, smearing, inappropriate language) Reduced incidences of damage to property, self and others Follows house rules and expectations	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Stabilization and Transition</b>		
Increase stability	Participation in normal daily home routines Decrease in AWOLS	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Social</b>		
Positive peer relationships are developed, maintained or improved	Increase in participation in appropriate social activities in the community Reduced incidences of damage to property, self and others Reduced incidences of victimization Demonstrates ability to resolve conflict through non-violent means Demonstrates appropriate personal boundaries Has at least one(1) consistent, positive friend Increased opportunities for peer relationships to develop	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews

Socially and age appropriate behaviours are increased	Demonstrates appropriate social boundaries Involvement in selection, care and maintenance of personal clothing as appropriate for age and ability Behaviours are within social norms	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
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The parties acknowledge that the Contractor does not warrant that the desired outcomes will be achieved.

### **Service Deliverables**

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

- (a) Residential and child care services (the "Component Services" or "Services") to one or more children who cannot remain in their own homes and cannot for the present adjust to a family care home, but who still have the ability - with supports - to function as members of the community, in accordance with the provisions of this Component Schedule including its Attachment 3.
- (b) The contractor will assume the responsibility for the care and nurturing of up to the specified number of children, each referred to as a "child", at any one time during the term of this Agreement, at the following care setting or care settings (the "Care Setting"), as follows:

Type of Component Services	Care Setting	No. of Children
Staffed/Specialized Child Care	46058 2nd Avenue Chilliwack, BC V2P 1S5	2

- (c) The contractor will reside in the Care Setting during the Term of this Component Schedule as agreed to below:

Care Setting	Contractor to reside?
46058 2nd Avenue Chilliwack, BC V2P 1S5	No

- (d) The child/children to be cared for in the Care Setting can be described as:

- (i) 2 Bed, Aged up to 18 years of age.
- (ii) Male or Female
- (iii) Presenting with Issues that limit their ability to be placed in a Foster home.
- (iv) Purpose is focussed on stabilization.
- (v) Duration of stay is short to medium

- (e) The Service to be provided to the child/children in the Care Setting is:

- (i) **Inputs: Facility**
  - 1. House located in Chilliwack, BC and is staffed 24/7.
- (ii) **Inputs: Staffing**

**(iii) 24/7 front line staff (usually 3 primary caregivers rotating, and additional relief staff as needed).**

**(iv) Activities**

- 1. Encourage and supervise required health care routines.**
- 2. Administer medications. Monitor and report side effects.**
- 3. Encourage participation in own health care.**
- 4. Encourage regular punctual attendance at school, day program/family visits/recreational activities.**
- 5. Facilitate to/from appointments/school/work/day program/family visits/ recreational activities as per plan of care.**
- 6. Encourage/facilitate contact with appropriate religious and/or cultural community members.**
- 7. Seek out recreational opportunities. Facilitate attendance. Engage in activity as required.**
- 8. Provide opportunities/activities that encourage positive peer interaction.**
- 9. Explore/Demonstrate and Encourage positive and healthy responses to frustration, intimidation, defensiveness, aggression or any other negative feelings.**
- 10. Promote/facilitate child/youth's involvement in personal care routines.**
- 11. Involve child/youth in life skill activities that include but are not limited to: shopping/budgeting/ meal preparation/ household chores/ use of public transportation.**
- 12. Acquaint children/youth with local community services. Assist in accessing services. Attend as required.**
- 13. Support/facilitate transition planning and child/youth's involvement. Accompany to pre-placement visits as required. Provide appropriate luggage if required. Assist in preparations for a move.**

**(v) Admission/Discharge Process**

- 1. Wherever possible, Guardianship and Resource Social Worker will provide contractor with a comprehensive referral package on youth prior to placement of youth.**

2. Where time does not permit for the sharing of written referral information FVACFSS will ensure that contractor is provided verbal information on any and all known behaviours which constitute safety risks for the youth, the contractor and/or the community.
3. A Guardianship Social Worker and the youth in care must be present at during the intake/admission of child/youth into the resource
4. The contractor will creatively strategize and persistently engage the youth to avoid placement breakdown.
5. The youth may be discharged from the contracted specialized resource in consultation with the Resource Social Worker or Resource Team Leader and the Guardianship Social Worker in the event that
  - (1) the youth is incarcerated,
  - (2) the youth is AWOL for more than 7 days,
  - (3) the contractor is unable to maintain the safety of the youth and/or the resource due to the youth's behaviour.
6. All discharge planning must be discussed with the Resource Social Worker liaison.

**(vi) Reporting**

1. Progress report will be submitted to Resource Liaison on a monthly basis in the content and format approved by FVACFSS.
2. The contractor is required to maintain a Daily Log.
3. Critical incidences must be reported to the Guardianship social worker or After Hours by telephone when they occur and received in writing by the Guardianship social worker and the Contract Liaison social worker the next business day.

**(vii) Budget**

<b>BUDGET – Healing Grounds -Tamara Smith</b>		
<b>The Landing Place – Chilliwack</b>		
	<b>FIXED</b>	<b>VARIABLE</b>
<b>WAGES &amp; BENEFITS</b>		
<b>Residence Worker</b>	6,200.00	
<b>Senior Resident Worker</b>	1,250.00	

<b>(Supervisor)</b>		
<b>Residential Coordinator</b>	1,250.00	
<b>Team Leader (24 hr pager)</b>	1,000.00	
<b>Total Benefits</b>	122.00	
	<b>\$9,822.00 (Subtotal)</b>	
<b><u>PROGRAM COSTS</u></b>		
<b>Transportation</b>	300.00	
<b>Non prescription medication</b>	40.00	
<b>Food (staff)</b>	200.00	
<b>Household supplies</b>	50.00	
<b>Telephone/cell/pager (staff)</b>	75.00	
<b>Program supplies</b>	30.00	
<b>Training and Professional Devel.</b>	100.00	
	<b>\$795.00 (Subtotal)</b>	
<b><u>FACILITY COST</u></b>		
<b>Rent/Lease</b>	1800.00	
<b>Insurance (house and contents)</b>	100.00	
<b>Utilities (gas and hydro)</b>	100.00	
<b>House phone</b>	50.00	
<b>Cable</b>	80.00	
<b>Maintenance</b>	50.00	
<b>Replacement costs ( furniture and equipment)</b>	100.00	
	<b>\$2280.00 (Subtotal)</b>	
<b><u>CLIENT MAINTENANCE COSTS</u></b>		
<b>Activities</b>		300.00
<b>Food (youth)</b>		300.00
<b>Clothing</b>		100.00
<b>Bus Pass</b>		40.00
<b>Allowance, chore incentives</b>		40.00
<b>Gifts</b>		40.00
<b>School fees/supplies</b>		40.00
<b>Personal</b>		80.00
		<b>\$940.00 (Subtotal)</b>
<b><u>Administration Fee</u></b>	<b>\$1000.00</b>	

<b>Total Program Costs</b>	<b>\$13,897.00</b>	<b>\$940.00</b>
<b>MONTHLY TOTAL (COMBINED)</b>		<b>\$14,837.00</b>

(viii) **Additional Provisions**

1. **Approval of the contract liaison social worker is required prior to the provision of any services or purchases not included in the attached budget.**
2. **Invoices for purchases must be supported by receipts and must be submitted no later than 30 days after the purchase.**
3. **Invoices for services must be submitted on a monthly basis and must be supported by details of the services.**
4. **Invoices submitted for services and purchases in the previous FVACFSS fiscal year will not be accepted past April 30th.**
5. **In the event of cancellation of the Component Services Schedule, invoices will not be accepted after the cancellation date.**

(f) In relation to the comprehensive plan of care, the Contractor agrees to:

- (i) participate in the development of the comprehensive plan of care for each child placed in the Care Setting when requested by the Director.
- (ii) assume responsibility for implementing those parts of the child's comprehensive plan of care related to the child's residential placement and to the child's safety and well-being in association with the residential placement.
- (iii) measure achievement of goals related to the child's residential placement, as stated in each child's comprehensive plan of care.

(g) The Contractor agrees to perform for all children placed in the Care Setting the caring functions normally provided by a child's parent(s).

(h) The Contractor will assist the Director to meet the rights of children in care under the *Child, Family and Community Service Act*, Section 70.

(i) The Contractor agrees to cooperate with:

- (i) any custody or access orders or agreements relating to the child.
- (ii) the parent(s)/guardian of the child, when specified in the plan of care.

(j) The Contractor agrees to support and encourage the child's relationship with their parent(s), extended family and/or guardian, according to the plan of care for the child.



- (k) The Contractor will notify the parent(s) and/or guardian, where the parent(s) and/or guardian can be notified, in the case of medical emergency or of any changes in the circumstance of the child including those matters so indicated in Agreements where they exist between the parent(s) or guardian and a Director.
- (l) The Contractor will provide the Director full information and particulars concerning a child upon request of a Director or his/her representative.
- (m) The Contractor will ensure all information, statements and documents submitted to the Director in connection with this Component Schedule are true and correct.
- (n) The Contractor will ensure any employee, sub-contractor or volunteer of the Contractor is suitably qualified to be entrusted with the care and protection of children.
- (o) The Contractor will consider all requests by the Director to place children in the care or charge of a Director into the Care Setting.
- (p) The Contractor will provide access to the child by:
  - (i) the social worker designated by a Director;
  - (ii) those persons authorized by a Director; and
  - (iii) those persons authorized access through a court order.
- (q) The Contractor will not permit the child to leave the Province of British Columbia without the written permission of the social worker designated by the Director.
- (r) Caregiver, as defined in Section 1 of the *Child, Family and Community Service Act*, may include the Contractor, a sub-contractor or a staff member of the Contractor. A Director must agree with the placement of a child with any Caregiver. The process for approval of caregivers used by the Contractor is as agreed below:
  - (i) **Standard G - Standards for Staffed Children's Residential Services (1998).**  
[http://www.mcf.gov.bc.ca/child\\_protection/pdf/standards\\_residential\\_services.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/standards_residential_services.pdf)
- (s) The Contractor will ensure that:
  - (i) all firearms and ammunition in the Care Setting are stored and locked separately from each other;
  - (ii) a smoke detector is located in the corridor of each sleeping area, and on each floor of the Care Setting;
  - (iii) proper medication storage and dispensing procedures are followed;
  - (iv) the child wears a seat belt or is placed in an approved seating and safety restraint while traveling in vehicles;
  - (v) adequate insurance coverage is maintained for any motor vehicles; and
  - (vi) any crib meets Federal Government safety standards.

- (t) The Contractor will provide a safe motor vehicle or otherwise provide for the safe transportation of any child placed with the Care Setting and comply with the provisions of the *Motor Vehicle Act* and related *Regulations*.
- (u) The Contractor will actively encourage community support and to maintain neighbourhood education and involvement, if the Care Setting is a group home or a staffed residential resource.
- (v) The performance of the contract during its term will be monitored by both parties in the manner agreed to below:
  - (i) **Caregiver Support Services Standard 21: Monitoring of and Liaison With Staffed Children's Residential Services provided to the Contractor;**
  - (ii) **Incident reports;**
  - (iii) **Monthly reporting;**
  - (iv) **Year end reports.**
- (w) Both parties agree to a dispute resolution process as outlined below, notwithstanding Section 13.01 of the Agreement.
  - (i) **Local process to be followed in resolving any disputes between the contractor and the Province in respect of the contract terms. Process provided to the contractor for reference.**
- (x) The definitions contained in Section 1 of the *Child, Family and Community Service Act* apply to and have the same meaning when used in this Component Schedule.
- (y) It is acknowledged for the purpose of this Component Schedule, the term "guardian" means the legal guardian of the child or children.
- (z) The Director will adhere to the provisions of the "Obligations of the Director", as outlined in Attachment 3 of this Component Schedule.
- (aa) The Contractor agrees to acknowledge the Ministry of Children and Family Development involvement and funding in all public communications including press releases, published reports, brochures, radio and television and public meetings.
- (bb) A Director may at any time, in his or her sole discretion, retake physical care and control of a child who is receiving services from the Contractor and revoke any guardianship authority specified or implied delegated by a Director to the Contractor.
- (cc) If in default of any of the Contractor's obligations under this Component Schedule, then:
  - (i) the Contractor will forthwith notify a Director of the nature and extent of the default;
  - (ii) a Director may, whether or not a notice has been received pursuant to Section 12.01 of the Agreement:

1. move the child to an alternate Care Setting, as specify in Section 12.06 of the Agreement;
  2. pursuant to Section 3.05 of the Agreement reduce the payments made as per this Component Schedule to reflect the reasonable costs of relocating the Child and providing alternative services; and
  3. pursuant to Sections 12.03(a) and 12.08 of the Agreement terminate this Component Schedule.
- 3.3 In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements specified under section 5.1 of this Component Schedule.

#### ***Policies and Standards***

- 3.4 The Contractor will, with respect to the service deliverables of the Component Services specified in section 3.2 of this Component Schedule, comply with the policies set out in the following:
- (a) **Standards for Staffed Children's Residential Services (1998).**  
[http://www.mcf.gov.bc.ca/child\\_protection/pdf/standards\\_residential\\_services.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/standards_residential_services.pdf)
- 3.5 The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:
- (a) Standards for Staffed Children's Residential Services.
  - (b) Standards for Foster Home, as required.
  - (c) **Applicable Caregiver Support Service Standards (2006).**
  - (d) **Child and Family Development Service Standards.**
  - (e) **Child and Family Development Service Standards - Children in Care Service Standards (2006).**  
[http://www.mcf.gov.bc.ca/child\\_protection/pdf/cfd\\_ss\\_may08.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/cfd_ss_may08.pdf)
  - (f) **Accreditation Standards, if applicable.**

#### ***Operational Principles***

- 3.6 The parties agree that the following operational principles apply to the provision of the Component Services:
- (a) children, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes

- their independence and self-determination within the limits of the available resources;
- (b) development of child comprehensive care plans will, as appropriate to the circumstances of the child, involve the child, whether individual or family and other persons or authorities involved in the child's care.

### ***Advocacy***

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

### ***Cultural Competency***

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

### ***Religious Belief or Religious Affiliation***

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

### ***Client Complaint Resolution***

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

## **PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS**

### ***Aggregate Maximum***

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$126,138.60 in the aggregate for providing the Component Services during the Funding Period.

### ***Payments***

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) The Contractor will receive the payments described below during the term of the Agreement Funding Period. Fixed monthly rates are payable in the current

month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.

- (b) For the following Component Services the fixed monthly rate and per diem rate shall be in accordance with current Province policy as communicated to the Contractor from time to time. It is understood that any subsequent changes in the Province fixed monthly and per diem policy applicable to this Component Schedule will result in an automatic adjustment to the aggregate amount of this Component Schedule from the date the change in policy takes effect. The Province will inform the Contractor of any changes in fixed rates by general notification. No modification of the Agreement or any Component Schedules to the Agreement is required in the event of a change in the fixed rate.

Component Services	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Not Applicable				

- (c) For the following Component Services the fixed monthly rate and the per diem rate shall remain as listed below for the term of the Funding Period.

Component Service	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Staffed/Specialized Child Care	2	\$12,979.40	\$518.00	\$126,138.60
Total:				\$126,138.60

- (d) The Contractor will receive payment based on the following rates upon submission of a monthly statement of accounts for actual usage. This payment is not included in the total contract aggregate as shown in Part IV Section 4.1.

Component Services	Capacity	Per Diem Monthly Rate Subject to usage and billing
Not Applicable		

Ministry of Children and Family Development Use Only				
Component Services	Resp. Center	Activity Number	STOB	Total Amount
Staffed/Specialized Child Care	IFD	XL418	A502	\$126,138.60

### ***Unearned Revenue***

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:

- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or
  - (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.
- 4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under the Agreement.
- 4.5 In accordance with section 15.04 of the Agreement, the Contractor will remit to the Province the following:

- (a) N/A

#### **PART V: STATEMENTS AND REPORTS**

- 5.1 The Contractor will submit Monthly to the Province reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Component Services. The required content of these reports may include, but is not limited to, the following information:
- (a) the quantity of services (by # of hours, # of sessions, bed days, etc.) and any variance from expected and contracted deliverables,
  - (b) a description of the children who used the services during the reporting period (by total number, by gender, by age and any other demographics relevant to the purposes and goals of the Component Services),
  - (c) To, in accordance with Sections 7.01, 7.02, 7.05 and 9.05 of the Agreement and 6.08 in this Component Schedule, establish and maintain records, including financial records, with respect to any child placed with the Contractor,
  - (d) **As specified in Section 3.2 (e) – Reporting.**
- 5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending N/A. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.
- 5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3<sup>rd</sup> quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

## PART VI: INFORMATION MANAGEMENT PLAN

### ***Definitions***

- 6.1 "Child Records" means, with respect to an identifiable individual, records containing Personal Information created or produced by the Contractor as a result of the provision to that individual of any of the Component Services under this Component Schedule, but does not include records of an individual's Personal Information received by the Contractor from the Province or
- (a) **Records created or collected while providing ongoing client services during the contract in the custody of the Contractor are owned by the Province,**
  - (b) **All child records.**

### ***Document Ownership***

- 6.2 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:
- (a) **Contractor Administrative Records**
- 6.3 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:
- (a) any Child Records excluded under section 6.1 of this Component Schedule
- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.
- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.
- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.
- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.

- 6.8 The Contractor must keep all Documents segregated from other documents to the extent it is practical to do so, safeguard them and not permit their disposition or destruction without the prior written consent of the Province except as permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after the Agreement ends.
- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- (a) **Provincial documents in the Contractors custody to be retained in a format acceptable to the Ministry and for the term stated in the Ministry of Children and Family Development Operational Records Classification System (ORCS). Provincial documents are to be maintained and returned in the manner described in the in the Off- Site Storage and Transfer of Contractor Records (2003) provided to the Contractor for reference.**
- 6.10 If the Contractor's Documents includes any Child Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Child Records to the Province.

#### ***Information Systems***

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

### **PART VII: GENERAL**

#### ***Property***

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



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

a) N/A

***Building Code***

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

***Business Registration***

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

***Permits and Licenses***

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

(a) Community Facilities Licensing

(b) Any permits or licenses required by municipal or health authorities for the operations of the Services delineated in Section 3.2

(c) Any municipal, provincial, federal permits and licenses to provide the Services, including motor vehicle licenses of the appropriate class to provide transportation to clients

***Insurance***

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

***Workers' Compensation Board (WCB)***

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

***Subcontractors***

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

(a) Anyone providing service under this CSS.

### **Contact Information**

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

Address and fax number for notices to the Province:

Address: 1 7201 Vedder Road, Chilliwack, BC V2R 4G5  
Fax Number: (604) 824-5226

Address and fax number for notices to the Contractor:

Address: 2309 McCallum Road, Abbotsford, BC V2S 3N7  
Fax Number:

### **Authorized Persons**

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

- (a) N/A
- (b) The Province will designate a social worker to supply on a regular basis such assistance and advice as may be requested by the Care Setting and at a level consistent with available staff time.
- (c) The social worker will perform the following functions:
  - (i) Assure there is comprehensive plan of care for each child placed in the Care Setting which is appropriate to the child's needs and to the standards and other conditions of care and nurturing provided for in Voluntary Care, Special Needs and Support Services agreements with the child's parent(s) and/or guardian where they exist;
  - (ii) Assess the progress of the contractor's performance of their duties and obligations under the comprehensive plan of care as established under 7.10(c)(i);
  - (iii) Involve the Contractor and the child's parent(s) and/or guardian in all planning decisions relating to the child;
  - (iv) Complement and encourage the child's relationship with the Contractor and the child's parent(s) and/or guardian;
  - (v) Where appropriate, be involved in contacts between the Contractor and the child's parent(s), child's extended family and/or guardian of the child;
  - (vi) Assist the Contractor in the appropriate use of community resources at the reasonable request of the Contractor; and
  - (vii) Where appropriate, assist the Contractor in contacts with the police and courts.

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

- (a) N/A

## ***Termination***

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

## **PART VIII: SERVICE SPECIFIC PROVISIONS**

### ***Criminal Records Check***

- 8.1 In accordance with the *Criminal Records Review Act*, the Contractor will undertake a criminal record check on each staff member or other person (such as a volunteer for the Contractor) who works with children or who has access to their records.
- 8.2 In addition to any criminal record checks required under the *Criminal Records Review Act*, the Province hereby requires and the Contractor agrees to carry out criminal records checks on:
- (a) **All paid staff, volunteers, students or other individuals who have, or potentially have, unsupervised access to the children or their records.**
- 8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:
- (a) criminal record checks have been initiated;
  - (b) the Contractor has acted on instructions from the adjudicator or the Province; and
  - (c) all other related procedures have been followed.

### ***Waivers Of Liability relating to Services to Children***

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

### ***Rights of Children in Care***

- 8.5 If the Contractor is providing Component Services to children in care under the *Child, Family and Community Service Act*, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:
- (a) be fed, clothed and nurtured according to community standards and to be given the same quality of care as other children in the placement;
  - (b) be informed about their plan of care;
  - (c) be consulted and to express their views, according to their abilities, about significant decisions affecting them;
  - (d) reasonable privacy and to possession of their personal belongings;
  - (e) be free from corporal punishment;
  - (f) be informed of the standard of behavior expected by their caregivers and of the consequences of not meeting their caregivers' expectations;

- (g) receive medical and dental care when required;
- (h) participate in social and recreational activities if available and appropriate and according to their abilities and interests;
- (i) receive the religious instruction and to participate in the religious activities of their choice;
- (j) receive guidance and encouragement to maintain their cultural heritage;
- (k) be provided with an interpreter if language or disability is a barrier to consulting with them on decisions affecting their custody or care;
- (l) privacy during discussions with members of their families, subject to the *Child, Family and Community Service Act*, Section 70, Subsection (2);
- (m) privacy during discussions with a lawyer, the Child, Youth and Family Advocate, the Ombudsman, a member of the Legislative Assembly or a member of Parliament;
- (n) be informed about and to be assisted in contacting the Child, Youth and Family Advocate; and
- (o) be informed of their rights under this Act and the procedures available for enforcing their rights.

## PART IX: CONFLICT RESOLUTION OFFICIALS

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

	Province	Contractor
Stage One:	Team Leader	Tamara Smith
Stage Two:	Resource & Programs Manager	Tamara Smith
Stage Three:	Executive Director	Tamara Smith

The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an authorized representative of the Fraser Valley Aboriginal Children & Family Services Society on the \_\_\_\_\_ day of April, 2016.

SIGNED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the \_\_\_\_\_ day of April, 2016.

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Print Name: Diane McEachern  
Print Title: Resource & Programs Manager

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Print Name: Tamara Smith  
Print Title: Contractor

# ATTACHMENT 1

## Residential Child Care Resource - 83037;7

### Contractor Revenue and Expense Forecast

Contractor Name/Address: Smith, Tamara Marie 2309 McCallum Road, Abbotsford, BC V2S 3N7

Name of Program(s)/Service(s): The Landing Place

Reporting Period (from/to): April 1, 2016 : December 31, 2016

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

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

Comments regarding variances:

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

Signature _____	Date _____
Print Name _____	Print Title _____

**ATTACHMENT 2**  
**Residential Child Care Resource - 83037;7**

**Insurance Requirements**

***Insurance***

The Contractor will:

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

***Insurance and Indemnity***

- 2.01 In addition to the standard insurance required under this Component Schedule, the Contractor will provide the following insurance:
  - (a) The Contractor shall provide, maintain and pay for necessary and adequate third party liability vehicle insurance, as determined in consultation with their insurance agent or insurance broker.
  - (b) The Contractor shall maintain a minimum of \$1,000,000.00 automobile third party liability insurance on any vehicle used to transport children placed in the Care Setting.
  - (c) The Contractor shall be responsible for and pay any deductible under the GMIP.
- 2.02 The Province will take reasonable steps to ensure the coverage specified in Section 1.01 of this Attachment, is continuous for the Term of this Component Schedule but the Province does not accept responsibility for providing coverage in the event the insurance is cancelled or reduced by the insurer.
- 2.03 The Province does not represent or warrant that the policy GMIP contains insurance for any and all losses. It is the Contractor's responsibility to ascertain the exact nature and extent of coverage of the policy as well as any and all terms and conditions of the policy.
- 2.04 The Province will provide the Contractor with pertinent information regarding available insurance coverage for a child's willful acts resulting in damage or loss to the residence.

**Attachment 3**  
**Residential Child Care Resource - 83037;7**

**Obligations of the Director**

In addition to the Component Schedule and the Agreement, the Director covenants and agrees:

**Legal Responsibility**

1. To exercise responsibility:
  - (a) when the child is in the care of a Director by court action under the *Child Family and Community Service Act*, the *Family Relations Act* or the *Adoption Act*, as the guardian of the child, consistent with each child's legal status; or
  - (b) as it relates to the care of the child while in the Care Setting.
2. To ensure all statutory requirements of the *Child, Family and Community Service Act* are fulfilled and to take such steps as the Director or his/her representative considers necessary to ensure adherence to those statutory requirements.
3. To ensure any child placed with the Contractor is in the charge, care or custody of a Director; be a child taken to a safe place under Section 25(1)(a) of the *Child, Family and Community Service Act*; be a child placed under a Support Service Agreement, Voluntary Care Agreement or Special Needs Agreement.

**Planning for the Child**

1. To advise the Contractor as to who is the parent(s) and/or guardian of any client placed with the Contractor and, where a Support Service Agreement, Voluntary Care Agreement or Special Needs Agreement entered into pursuant to Section 5, 6, or 7 of the *Child, Family and Community Service Act* exists between a Director and the parent and/or guardian of a child so placed, provide the Contractor with a copy of the relevant agreement, subject to Part 5 of the Act.
2. To provide the Contractor with all relevant information pertinent for the care of the child, including, but not limited to, medical, educational and personal care information as well as guardianship, custody and access arrangements.
3. To notify the child's parent(s) and/or guardian of any action taken in the interest of the health and well-being of the child where the child's parent(s) and/or guardian could not be immediately contacted.
4. To make all decisions regarding placement of the child in the Care Setting after discussion and agreement with the Contractor.



Contract No. 83037;7

**Fraser Valley Aboriginal Child and Family Services  
CLIENT SERVICES AGREEMENT  
(Fixed Term)**

THIS AGREEMENT (the "Agreement") dated for reference the 7th day of April, 2016.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by **Fraser Valley Aboriginal Children & Family Services Society**

(the "Province")

**AND:**

**Smith, Tamara Marie**

(the "Contractor")

THEREFORE THE PARTIES AGREE AS FOLLOWS:

**1.0 DEFINITIONS**

**1.01** In this Agreement:

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

including any modifications to it made by the parties in accordance with section

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15.02;

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

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

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

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

## **2.0 TERM**

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on October 1, 2015 and ends on March 31, 2016. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

## **3.0 SERVICES**

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

## **4.0 STANDARDS**

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

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

## **5.0 PAYMENT**

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

## **6.0 COMPONENT SCHEDULES**

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

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

## **7.0 REPORTS AND RECORDS**

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

## **8.0 OWNERSHIP**

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

This section continues in force after this Agreement ends.

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

## **9.0 AUDIT AND SERVICE EVALUATION**

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

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

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

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

## **10.0 INSURANCE AND INDEMNITY**

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

## **11.0 ASSIGNMENT AND SUBCONTRACTING**

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

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

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

## **12.0 ENDING OF AGREEMENT**

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

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

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

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

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



(c) this Agreement has ended under section 12.01.

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

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

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

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

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

12.09 On the ending of this Agreement the Contractor must,

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

(i) the Province's Documents, and

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

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

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

### 13.0 CONFLICT RESOLUTION

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

13.02 The Province must:

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

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

## **14.0 NOTICES**

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

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

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

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

## **15.0 MISCELLANEOUS**

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

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

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

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

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

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

## **16.0 INTERPRETATION**

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

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

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

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

The parties have executed this Agreement as follows:

**SIGNED** on behalf of the  
Province by an authorized representative  
of the Fraser Valley Aboriginal Children &  
Family Services Society on the \_\_\_\_\_ day of  
April, 2016.

**SIGNED** by or on behalf of the  
Contractor (or by an authorized signatory  
Of the Contractor if a corporation) on the  
\_\_\_\_\_ day of April, 2016.

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Print Name: Diane McEachern  
Print Title: Resource & Programs Manager

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Print Name: Tamara Smith  
Print Title: Contractor

**COMPONENT SERVICES SCHEDULE**  
**Residential Child Care Resource**  
**(FUNDING PERIOD July 1, 2016 - December 31, 2016)**

**PART I: INTRODUCTION**

- 1.1 This Component Schedule forms part of the Client Services Agreement dated for reference the 1st day of July, 2016 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

**PART II: FUNDING PERIOD**

- 2.1 The Funding Period to which this Component Schedule applies starts on July 1, 2016 and ends on December 31, 2016 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

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

***Desired Outcomes***

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:

(a)

OUTCOME	INDICATORS	MEASURES
Health and Mental Health		

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OUTCOME	INDICATORS	MEASURES
Ability to manage identified mental health concerns improves	Decrease in antisocial activities ( contact with the law, street activities) Decrease in violent and physically aggressive behaviour Decrease in incidences that pose a danger to others Decrease in AWOLS Increase in socially appropriate behaviour at home and in the community Decrease in incidences requiring police involvement Taking medications as prescribed Voluntarily accessing mental health services	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
Education, School, Day Program		
Attendance at school, vocational , work, day program or volunteer activity is established or increases	Is registered Increase in attendance Increase in punctuality Decrease in excusable absences Increase in motivation (i.e. wakes up, takes public transit) Increased longevity of school, work or volunteer activity	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
Religion, Identity, Culture		
Connection to ethnic, cultural, religious, spiritual heritage is maintained or increases	Increased contact with appropriate religious and/or cultural community members Increased involvement in rituals and practices of hereditary culture and religion Increased involvement in the religious, cultural and/or spiritual community	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
Social		
Socially and age appropriate behaviours are increased	Demonstrates appropriate social boundaries Involvement in selection, care and maintenance of personal clothing as appropriate for age and ability Behaviours are within social norms	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
Emotional and Behavioural		
Emotional health is maintained or increases	Reduced incidences maladaptive behaviours ( eg fire setting, smearing, inappropriate language) Reduced incidences of damage to property, self and others Follows house rules and expectations	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
Child is supported emotional and physically in upcoming court processed	Child attends court Child participates in RCMP interviews and is helped to understand and participate in this process Child is encouraged to work with her lawyer, when one is appointed.	
Stabilization and Transition		

OUTCOME	INDICATORS	MEASURES
Increase stability	Regular contact with healthy family members Participation in normal daily home routines Decrease in AWOLS Identified opportunities for peer relationships to develop	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
Increase in emotional, behavioural, life skills to the extent that a successful transition to a less intensive residential setting or independent living can occur	Participation of resident in transition planning Achievable steps and goals prior to a move identified Decrease in amount of support required Decrease in staff ratio Successfully reunites with family Lives independently Supervise access with parents	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews

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

### ***Service Deliverables***

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

- (a) Residential and child care services (the "Component Services" or "Services") to one or more children who cannot remain in their own homes and cannot for the present adjust to a family care home, but who still have the ability - with supports - to function as members of the community, in accordance with the provisions of in this Component Schedule including its Attachment 3.
- (b) The contractor will assume the responsibility for the care and nurturing of up to the specified number of children, each referred to as a "child", at any one time during the term of this Agreement, at the following care setting or care settings (the "Care Setting"), as follows:

Type of Component Services	Care Setting	No. of Children
Staffed/Specialized Child Care	6 9305 Hazel Street Chilliwack, BC V2P 5N7	1

- (c) The contractor will reside in the Care Setting during the Term of this Component Schedule as agreed to below:

Care Setting	Contractor to reside?
6 9305 Hazel Street Chilliwack, BC V2P 5N7	No

- (d) The child/children to be cared for in the Care Setting can be described as:

**One bed Male resource. Purpose of resource is to stabilize youth that are unable to reside in a Foster Care Home. Youth placed has presenting behaviors and / or mental health concerns and / or criminal involvement that result in maladaptive conduct.**

- (e) The Service to be provided to the child/children in the Care Setting is:

**Inputs: Facility:**

**1 Bed resource set up in the FVACFSS owned unit 6 Hazel Street complex in Chilliwack.**

**Inputs: Staffing**

**24 / 7 front line staff (a primary care worker and additional staff as needed). Front line staff are supported by a senior resident worker and team leader available via 24 hour pager.**

**(I) Activities**

- 1. Encourage and supervise required health care routines.**
- 2. Administer medications. Monitor and report side effects.**
- 3. Encourage participation in own health care.**
- 4. Encourage regular punctual attendance at school, day program/family visits/recreational activities.**
- 5. Facilitate to/from appointments/school/work/day program/family visits/ recreational activities as per plan of care.**
- 6. Encourage/facilitate contact with appropriate religious and/or cultural community members.**
- 7. Seek out recreational opportunities. Facilitate attendance. Engage in activity as required.**
- 8. Provide opportunities/activities that encourage positive peer interaction.**
- 9. Explore/Demonstrate and Encourage positive and healthy responses to frustration, intimidation, defensiveness, aggression or any other negative feelings.**
- 10. Promote/facilitate child/youth's involvement in personal care routines.**
- 11. Involve child/youth in life skill activities that include but are not limited to: shopping/budgeting/ meal preparation/ household chores/ use of public transportation.**
- 12. Acquaint children/youth with local community services. Assist in accessing services. Attend as required.**
- 13. Support/facilitate transition planning and child/youth's involvement. Accompany to pre-placement visits as required. Provide appropriate luggage if required. Assist in preparations for a move.**



**(ii) Admission/Discharge Process**

1. Wherever possible, Guardianship and Resource Social Worker will provide contractor with a comprehensive referral package on youth prior to placement of youth.
2. Where time does not permit for the sharing of written referral information FVACFSS will ensure that contractor is provided verbal information on any and all known behaviours which constitute safety risks for the youth, the contractor and/or the community.
3. A Guardianship Social Worker and the youth in care must be present at during the intake/admission of child/youth into the resource
4. The contractor will creatively strategize and persistently engage the youth to avoid placement breakdown.
5. The youth may be discharged from the contracted specialized resource in consultation with the Resource Social Worker or Resource Team Leader and the Guardianship Social Worker in the event that
  - (1) the youth is incarcerated,
  - (2) the youth is AWOL for more than 7 days,
  - (3) the contractor is unable to maintain the safety of the youth and/or the resource due to the youth's behaviour.
6. All discharge planning must be discussed with the Resource Social Worker liaison.

**(iii) Reporting**

1. Progress report will be submitted to Resource Liaison on a monthly basis in the content and format approved by FVACFSS.
2. The contractor is required to maintain a Daily Log.
3. Critical incidences must be reported to the Guardianship social worker or After Hours by telephone when they occur and received in writing by the Guardianship social worker and the Contract Liaison social worker the next business day.

**(iv) Additional Provisions**

1. Approval of the contract liaison social worker is required prior to the provision of any services or purchases not included in the attached budget.
2. Invoices for purchases must be supported by receipts and must be submitted no later than 30 days after the purchase.
3. Invoices for services must be submitted on a monthly basis and must be supported by details of the services.
4. Invoices submitted for services and purchases in the previous FVACFSS fiscal year will not be accepted past April 30th.
5. In the event of cancellation of the Component Services Schedule, invoices will not be accepted after the cancellation date.

(v) Budget:

### Wages and Benefits

Alocate to shift schedule

		FTE	Hrs /mo	Rate Daily/hourly
1	Caregiver payments			
2	Residence worker	31	24hr	160
				4,960.00
3	Res Child and youth worker			
4	Asleep overnight			
				-
5	Awake overnight			
				-
6	Senior Res Wkr (supervisor)			
				750.00
7	Res Coordinator			
				750.00
8	Other (specify) <i>Team Leader</i>	flate rate pager 24/7		
				1,000.00
<b>Total Direct Salary</b>				
				7,466.00

9	Non-Direct Salary (Backfill for Vac, Sick, Stats, Education) (%)	
<b>Total Salary</b>		7,466.00

10	WCB, CPP, EI (%)	122.00
11	MSP, Ext Health, LTD, RRSP (%)	

## Total Benefits

### A) Total Wages and Benefits

7,572.00

## Program Costs

16	Transportation	300.00
19	Household supplies	50.00
20	Telephone/cel/pager (staff)	150.00
21	Computer costs	
22	Program supplies	30.00
23	Training and Professional Development	100.00
<b>B) Total Program Costs</b>		<u>630.00</u>

**Facility Cost** NO FACILITY COSTS

## Client Maintenance Costs (Variable)

33	Clothing	100.00
34	Bus Pass	40.00
35	Allowance, chore incentives	40.00
36	Gifts	40.00
37	School fees/supplies	40.00
38	Personal	80.00
39	Non perscription meds	20.00
40	Food	250.00
40	Activities	100.00
<b>D) Total Client Maintenance Costs</b>		<u>710.00</u>

## Administration

**E) Total Administration (max 10% A+B)**

800.00

**Total Program Delivery Cost  
(A+B+C+D+E)**

9,002.00

**Start  
up**

**Maximum Amount of \$2500.00 - Itemized with receipts.  
Damages sustained to the home by youth will be repaired by  
the FVACFSS agency.**

- (f) In relation to the comprehensive plan of care, the Contractor agrees to:
  - (i) participate in the development of the comprehensive plan of care for each child placed in the Care Setting when requested by the Director.
  - (ii) assume responsibility for implementing those parts of the child's comprehensive plan of care related to the child's residential placement and to the child's safety and well-being in association with the residential placement.
  - (iii) measure achievement of goals related to the child's residential placement, as stated in each child's comprehensive plan of care.
- (g) The Contractor agrees to perform for all children placed in the Care Setting the caring functions normally provided by a child's parent(s).
- (h) The Contractor will assist the Director to meet the rights of children in care under the Child, *Family and Community Service Act*, Section 70.
- (i) The Contractor agrees to cooperate with:
  - (i) any custody or access orders or agreements relating to the child.
  - (ii) the parent(s)/guardian of the child, when specified in the plan of care.
- (j) The Contractor agrees to support and encourage the child's relationship with their parent(s), extended family and/or guardian, according to the plan of care for the child.
- (k) The Contractor will notify the parent(s) and/or guardian, where the parent(s) and/or guardian can be notified, in the case of medical emergency or of any changes in the circumstance of the child including those matters so indicated in Agreements where they exist between the parent(s) or guardian and a Director.
- (l) The Contractor will provide the Director full information and particulars concerning a child upon request of a Director or his/her representative.
- (m) The Contractor will ensure all information, statements and documents submitted to the Director in connection with this Component Schedule are true and correct.
- (n) The Contractor will ensure any employee, sub-contractor or volunteer of the Contractor is suitably qualified to be entrusted with the care and protection of children.

- (o) The Contractor will consider all requests by the Director to place children in the care or charge of a Director into the Care Setting.
- (p) The Contractor will provide access to the child by:
  - (i) the social worker designated by a Director;
  - (ii) those persons authorized by a Director; and
  - (iii) those persons authorized access through a court order.
- (q) The Contractor will not permit the child to leave the Province of British Columbia without the written permission of the social worker designated by the Director.
- (r) Caregiver, as defined in Section 1 of the *Child, Family and Community Service Act*, may include the Contractor, a sub-contractor or a staff member of the Contractor. A Director must agree with the placement of a child with any Caregiver. The process for approval of caregivers used by the Contractor is as agreed below:

**Standard G - Standards for Staffed Children's Residential Services (1998).**  
[http://www.mcf.gov.bc.ca/child\\_protection/pdf/standards\\_residential\\_services.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/standards_residential_services.pdf)

- (s) The Contractor will ensure that:
  - (i) all firearms and ammunition in the Care Setting are stored and locked separately from each other;
  - (ii) a smoke detector is located in the corridor of each sleeping area, and on each floor of the Care Setting;
  - (iii) proper medication storage and dispensing procedures are followed;
  - (iv) the child wears a seat belt or is placed in an approved seating and safety restraint while traveling in vehicles;
  - (v) adequate insurance coverage is maintained for any motor vehicles; and
  - (vi) any crib meets Federal Government safety standards.
- (t) The Contractor will provide a safe motor vehicle or otherwise provide for the safe transportation of any child placed with the Care Setting and comply with the provisions of the *Motor Vehicle Act* and related *Regulations*.
- (u) The Contractor will actively encourage community support and to maintain neighbourhood education and involvement, if the Care Setting is a group home or a staffed residential resource.
- (v) The performance of the contract during its term will be monitored by both parties in the manner agreed to below:
  - (i) **Caregiver Support Services Standard 21: Monitoring of and Liaison With Staffed Children's Residential Services provided to the Contractor;**
  - (ii) **Incident reports;**
  - (iii) **Monthly reporting;**
  - (iv) **Year end reports.**

- (w) Both parties agree to a dispute resolution process as outlined below, notwithstanding Section 13.01 of the Agreement.
- (i) **Local process to be followed in resolving any disputes between the contractor and the Province in respect of the contract terms. Process provided to the contractor for reference.**

3.4

- (x) The definitions contained in Section 1 of the *Child, Family and Community Service Act* apply to and have the same meaning when used in this Component Schedule.
- (y) It is acknowledged for the purpose of this Component Schedule, the term "guardian" means the legal guardian of the child or children.
- (z) The Director will adhere to the provisions of the "Obligations of the Director", as outlined in Attachment 3 of this Component Schedule.
- (aa) The Contractor agrees to acknowledge the Ministry of Children and Family Development involvement and funding in all public communications including press releases, published reports, brochures, radio and television and public meetings.
- (bb) A Director may at any time, in his or her sole discretion, retake physical care and control of a child who is receiving services from the Contractor and revoke any guardianship authority specified or implied delegated by a Director to the Contractor.
- (cc) If in default of any of the Contractor's obligations under this Component Schedule, then:
  - (i) the Contractor will forthwith notify a Director of the nature and extent of the default;
  - (ii) a Director may, whether or not a notice has been received pursuant to Section 12.01 of the Agreement:
    1. move the child to an alternate Care Setting, as specify in Section 12.06 of the Agreement;
    2. pursuant to Section 3.05 of the Agreement reduce the payments made as per this Component Schedule to reflect the reasonable costs of relocating the Child and providing alternative services; and
    3. pursuant to Sections 12.03(a) and 12.08 of the Agreement terminate this Component Schedule.

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

### ***Policies and Standards***

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

- (a) **Standards for Staffed Children's Residential Services (1998).**  
[http://www.mcf.gov.bc.ca/child\\_protection/pdf/standards\\_residential\\_services.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/standards_residential_services.pdf)

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

- (a) Standards for Staffed Children's Residential Services.
- (b) Standards for Foster Home, as required.
- (c) **Applicable Caregiver Support Service Standards (2006).**
- (d) **Child and Family Development Service Standards.**
- (e) **Child and Family Development Service Standards - Children in Care Service Standards (2006).**  
[http://www.mcf.gov.bc.ca/child\\_protection/pdf/cfd\\_ss\\_may08.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/cfd_ss_may08.pdf)
- (f) **Accreditation Standards, if applicable.**

#### ***Operational Principles***

- 3.6 The parties agree that the following operational principles apply to the provision of the Component Services:
- (a) children, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;
  - (b) development of child comprehensive care plans will, as appropriate to the circumstances of the child, involve the child, whether individual or family and other persons or authorities involved in the child's care.

#### ***Advocacy***

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

#### ***Cultural Competency***

- 3.8 The parties agree to demonstrate an understanding and commitment to cultural competency and ensure cultural competency principles and practices are incorporated into the delivery of the Component Services. The parties agree to work within the

framework provided by the *Human Rights Code* and the *Multiculturalism Act* for the provision of the Component Services.

***Religious Belief or Religious Affiliation***

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

***Client Complaint Resolution***

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

**PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS**

***Aggregate Maximum***

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$58,272.00 in the aggregate for providing the Component Services during the Funding Period.

***Payments***

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) The Contractor will receive the payments described below during the term of the Agreement Funding Period. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.
  - (b) For the following Component Services the fixed monthly rate and per diem rate shall be in accordance with current Province policy as communicated to the Contractor from time to time. It is understood that any subsequent changes in the Province fixed monthly and per diem policy applicable to this Component Schedule will result in an automatic adjustment to the aggregate amount of this Component Schedule from the date the change in policy takes effect. The Province will inform the Contractor of any changes in fixed rates by general notification. No modification of the Agreement or any Component Schedules to the Agreement is required in the event of a change in the fixed rate.

Component Services	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Not Applicable				



- (c) For the following Component Services the fixed monthly rate and the per diem rate shall remain as listed below for the term of the Funding Period.

Component Service	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Staffed/Specialized Child Care	1	\$9,002.00	\$710.00	\$58,272.00
Total:				\$58,272.00

- (d) The Contractor will receive payment based on the following rates upon submission of a monthly statement of accounts for actual usage. This payment is not included in the total contract aggregate as shown in Part IV Section 4.1.

Component Services	Capacity	Per Diem Monthly Rate Subject to usage and billing
Not Applicable		

Ministry of Children and Family Development Use Only				
Component Services	Resp. Center	Activity Number	STOB	Total Amount
Staffed/Specialized Child Care	IFD	XL418	A502	\$58,272.00

#### **Unearned Revenue**

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

## **PART V: STATEMENTS AND REPORTS**

- 5.1 The Contractor will submit Monthly to the Province reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Component Services. The required content of these reports may include, but is not limited to, the following information:
- (a) the quantity of services (by # of hours, # of sessions, bed days, etc.) and any variance from expected and contracted deliverables,
  - (b) a description of the children who used the services during the reporting period (by total number, by gender, by age and any other demographics relevant to the purposes and goals of the Component Services),
  - (c) To, in accordance with Sections 7.01, 7.02, 7.05 and 9.05 of the Agreement and 6.08 in this Component Schedule, establish and maintain records, including financial records, with respect to any child placed with the Contractor,
  - (d) **As specified in Section 3.2 (e) – Reporting.**
- 5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending July 31, 2016.. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.
- 5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3<sup>rd</sup> quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

## **PART VI: INFORMATION MANAGEMENT PLAN**

### ***Definitions***

- 6.1 "Child Records" means, with respect to an identifiable individual, records containing Personal Information created or produced by the Contractor as a result of the provision to that individual of any of the Component Services under this Component Schedule, but does not include records of an individual's Personal Information received by the Contractor from the Province or
- (a) **Records created or collected while providing ongoing client services during the contract in the custody of the Contractor are owned by the Province,**
  - (b) **All child records.**

### ***Document Ownership***

- 6.2 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:
- (a) **Contractor Administrative Records**
- 6.3 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:
- (a) any Child Records excluded under section 6.1 of this Component Schedule
- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.
- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.
- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.
- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.
- 6.8 The Contractor must keep all Documents segregated from other documents to the extent it is practical to do so, safeguard them and not permit their disposition or destruction without the prior written consent of the Province except as permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after the Agreement ends.
- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- (a) **Provincial documents in the Contractors custody to be retained in a format acceptable to the Ministry and for the term stated in the Ministry of Children and Family Development Operational Records Classification System (ORCS). Provincial documents are to be maintained and returned in the manner described in the In the Off- Site Storage and Transfer of Contractor Records (2003) provided to the Contractor for reference.**

- 6.10 If the Contractor's Documents includes any Child Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Child Records to the Province.

#### ***Information Systems***

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

### **PART VII: GENERAL**

#### ***Property***

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
- (a) Items purchased with Start up costs
- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this agreement is to be owned by the Contractor or Subcontractor as indicated:
- (a) N/A

#### ***Building Code***

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

#### ***Business Registration***

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

### ***Permits and Licenses***

- 7.5 The Contractor will obtain all the permits and licenses required to perform the Component Services, including:
- (a) Community Facilities Licensing
  - (b) Any permits or licenses required by municipal or health authorities for the operations of the Services delineated in Section 3.2
  - (c) Any municipal, provincial, federal permits and licenses to provide the Services, including motor vehicle licenses of the appropriate class to provide transportation to clients.

### ***Insurance***

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

### ***Workers' Compensation Board (WCB)***

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

### ***Subcontractors***

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

- (a) Anyone providing service under this CSS.

### ***Contact Information***

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

Address and fax number for notices to the Province:

Address: 1 7201 Vedder Road, Chilliwack, BC V2R 4G5  
Fax Number: (604) 824-5226

Address and fax number for notices to the Contractor:

Address: 2309 McCallum Road, Abbotsford, BC V2S 3N7  
Fax Number:

### ***Authorized Persons***

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

- (a) N/A
- (b) The Province will designate a social worker to supply on a regular basis such assistance and advice as may be requested by the Care Setting and at a level consistent with available staff time.
- (c) The social worker will perform the following functions:
  - (i) Assure there is comprehensive plan of care for each child placed in the Care Setting which is appropriate to the child's needs and to the standards and other conditions of care and nurturing provided for in Voluntary Care, Special Needs and Support Services agreements with the child's parent(s) and/or guardian where they exist;
  - (ii) Assess the progress of the contractor's performance of their duties and obligations under the comprehensive plan of care as established under 7.10(c)(i);
  - (iii) Involve the Contractor and the child's parent(s) and/or guardian in all planning decisions relating to the child;
  - (iv) Complement and encourage the child's relationship with the Contractor and the child's parent(s) and/or guardian;
  - (v) Where appropriate, be involved in contacts between the Contractor and the child's parent(s), child's extended family and/or guardian of the child;
  - (vi) Assist the Contractor in the appropriate use of community resources at the reasonable request of the Contractor; and
  - (vii) Where appropriate, assist the Contractor in contacts with the police and courts.

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

- (a) N/A

### ***Termination***

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

## **PART VIII: SERVICE SPECIFIC PROVISIONS**

### ***Criminal Records Check***

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

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

- (a) **All paid staff, volunteers, students or other individuals who have, or potentially have, unsupervised access to the children or their records.**

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

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

***Waivers Of Liability relating to Services to Children***

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

***Rights of Children in Care***

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

- (a) be fed, clothed and nurtured according to community standards and to be given the same quality of care as other children in the placement;
- (b) be informed about their plan of care;
- (c) be consulted and to express their views, according to their abilities, about significant decisions affecting them;
- (d) reasonable privacy and to possession of their personal belongings;
- (e) be free from corporal punishment;
- (f) be informed of the standard of behavior expected by their caregivers and of the consequences of not meeting their caregivers' expectations;
- (g) receive medical and dental care when required;
- (h) participate in social and recreational activities if available and appropriate and according to their abilities and interests;
- (i) receive the religious instruction and to participate in the religious activities of their choice;
- (j) receive guidance and encouragement to maintain their cultural heritage;
- (k) be provided with an interpreter if language or disability is a barrier to consulting with them on decisions affecting their custody or care;
- (l) privacy during discussions with members of their families, subject to the *Child, Family and Community Service Act*, Section 70, Subsection (2);

- (m) privacy during discussions with a lawyer, the Child, Youth and Family Advocate, the Ombudsman, a member of the Legislative Assembly or a member of Parliament;
- (n) be informed about and to be assisted in contacting the Child, Youth and Family Advocate; and
- (o) be informed of their rights under this Act and the procedures available for enforcing their rights.

## **PART IX: CONFLICT RESOLUTION OFFICIALS**

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

	Province	Contractor
Stage One:	Collaborative Practice Team Leader	Tamara Smith
Stage Two:	Regional Manager	Tamara Smith
Stage Three:	Director of Programs	Tamara Smith

The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an authorized representative of the Fraser Valley Aboriginal Children and Family Services Society on the day of July , 2016.

SIGNED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the day of July , 2016.

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Print Name: Diane McEachern  
Print Title: Resource & Program Manager

---

Print Name: Tamara Smith  
Print Title: Contrator



# ATTACHMENT 1

## Residential Child Care Resource - 84358;4

### Contractor Revenue and Expense Forecast

Contractor Name/Address: Smith, Tamara Marie 2309 McCallum Road, Abbotsford, BC V2S 3N7

Name of Program(s)/Service(s): Hazel Street

Reporting Period (from/to): July 1, 2016 : December 31, 2016

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

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

Comments regarding variances:

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

Signature _____	Date _____
Print Name _____	Print Title _____

**ATTACHMENT 2**  
**Residential Child Care Resource - 84358;4**

**Insurance Requirements**

***Insurance***

The Contractor will:

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

***Insurance and Indemnity***

- 2.01 In addition to the standard insurance required under this Component Schedule, the Contractor will provide the following insurance:
  - (a) The Contractor shall provide, maintain and pay for necessary and adequate third party liability vehicle insurance, as determined in consultation with their insurance agent or insurance broker.
  - (b) The Contractor shall maintain a minimum of \$1,000,000.00 automobile third party liability insurance on any vehicle used to transport children placed in the Care Setting.
  - (c) The Contractor shall be responsible for and pay any deductible under the GMIP.
- 2.02 The Province will take reasonable steps to ensure the coverage specified in Section 1.01 of this Attachment, is continuous for the Term of this Component Schedule but the Province does not accept responsibility for providing coverage in the event the insurance is cancelled or reduced by the insurer.
- 2.03 The Province does not represent or warrant that the policy GMIP contains insurance for any and all losses. It is the Contractor's responsibility to ascertain the exact nature and extent of coverage of the policy as well as any and all terms and conditions of the policy.
- 2.04 The Province will provide the Contractor with pertinent information regarding available insurance coverage for a child's willful acts resulting in damage or loss to the residence.

**Attachment 3**  
**Residential Child Care Resource - 84358;4**

**Obligations of the Director**

In addition to the Component Schedule and the Agreement, the Director covenants and agrees:

**Legal Responsibility**

1. To exercise responsibility:
  - (a) when the child is in the care of a Director by court action under the *Child Family and Community Service Act*, the *Family Relations Act* or the *Adoption Act*, as the guardian of the child, consistent with each child's legal status; or
  - (b) as it relates to the care of the child while in the Care Setting.
2. To ensure all statutory requirements of the *Child, Family and Community Service Act* are fulfilled and to take such steps as the Director or his/her representative considers necessary to ensure adherence to those statutory requirements.
3. To ensure any child placed with the Contractor is in the charge, care or custody of a Director; be a child taken to a safe place under Section 25(1)(a) of the *Child, Family and Community Service Act*; be a child placed under a Support Service Agreement, Voluntary Care Agreement or Special Needs Agreement.

**Planning for the Child**

1. To advise the Contractor as to who is the parent(s) and/or guardian of any client placed with the Contractor and, where a Support Service Agreement, Voluntary Care Agreement or Special Needs Agreement entered into pursuant to Section 5, 6, or 7 of the *Child, Family and Community Service Act* exists between a Director and the parent and/or guardian of a child so placed, provide the Contractor with a copy of the relevant agreement, subject to Part 5 of the Act.
2. To provide the Contractor with all relevant information pertinent for the care of the child, including, but not limited to, medical, educational and personal care information as well as guardianship, custody and access arrangements.
3. To notify the child's parent(s) and/or guardian of any action taken in the interest of the health and well-being of the child where the child's parent(s) and/or guardian could not be immediately contacted.
4. To make all decisions regarding placement of the child in the Care Setting after discussion and agreement with the Contractor.



Contract No. 84358;4

**Fraser Valley Aboriginal Child and Family Services  
CLIENT SERVICES AGREEMENT  
(Fixed Term)**

**THIS AGREEMENT** (the "Agreement") dated for reference the 1st day of July, 2016.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by Fraser Valley Aboriginal Children & Family Services Society

(the "Province")

**AND:**

**Smith, Tamara Marie**

(the "Contractor")

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**1.0 DEFINITIONS**

**1.01** In this Agreement:

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

including any modifications to it made by the parties in accordance with section

*Reprint/Re  
view*

15.02;

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

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

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

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

## **2.0 TERM**

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on July 1, 2016 and ends on December 31, 2016. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

## **3.0 SERVICES**

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

## **4.0 STANDARDS**

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

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

## **5.0 PAYMENT**

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

## **6.0 COMPONENT SCHEDULES**

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



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

## **7.0 REPORTS AND RECORDS**

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

## **8.0 OWNERSHIP**

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

This section continues in force after this Agreement ends.

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

## **9.0 AUDIT AND SERVICE EVALUATION**

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

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

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

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

## **10.0 INSURANCE AND INDEMNITY**

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

## **11.0 ASSIGNMENT AND SUBCONTRACTING**

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

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

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

## **12.0 ENDING OF AGREEMENT**

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

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

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

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

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

(c) this Agreement has ended under section 12.01.

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

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

### **13.0 CONFLICT RESOLUTION**

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

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

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

## **14.0 NOTICES**

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

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

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

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

## **15.0 MISCELLANEOUS**

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

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

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

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

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

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

## **16.0 INTERPRETATION**

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

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

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

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

The parties have executed this Agreement as follows:

**SIGNED** on behalf of the  
Province by an authorized representative  
of the Fraser Valley Aboriginal Children &  
Family Services Society on the       day of  
July, 2016.

**SIGNED** by or on behalf of the  
Contractor (or by an authorized signatory  
Of the Contractor if a corporation) on the  
day of July, 2016.

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Print Name: Diane McEachern  
Print Title: Resource & Program Manager

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Print Name: Tamara Smith  
Print Title: Contrator





**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,**  
represented by the Minister of Children and Family Development  
**A Director Designated under Section 91 of the Child, Family and Community Service Act**  
(the "Province", a "Director" as applicable)

**AND**

**Smith, Tamara Marie**  
(the "Contractor", "you", or "your" as applicable)

**BACKGROUND**

- A. The parties entered into an agreement number 85486;5 and dated January 1,  
2016, (the "Agreement").
- B. The parties have agreed to modify the Agreement effective May 1, 2016.

**AGREEMENT**

The parties agree as follows:

1. The Agreement End Date is: December 31, 2016
2. Additional Details: Contract amendment to apy overnight awake second staffing billable of \$4,140.00 from April 7, 2016 - April 29, 2016.
3. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the \_\_\_\_\_ day of May, 2016.

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

Authorized Representative

Name  
Diane McEachern

Title  
Resource & Programs Manager

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

Contractor or Authorized Signatory

Name  
Tamara Smith

Title  
Contractor

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

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view*

**COMPONENT SERVICES SCHEDULE**  
**Residential Child Care Resource**  
**(FUNDING PERIOD January 1, 2016 - December 31, 2016)**

**PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS**

***Aggregate Maximum***

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$123,176.00 in the aggregate for providing the Component Services during the Funding Period.

***Payments***

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) The Contractor will receive the payments described below during the term of the Agreement Funding Period. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.
  - (b) For the following Component Services the fixed monthly rate and per diem rate shall be in accordance with current Province policy as communicated to the Contractor from time to time. It is understood that any subsequent changes in the Province fixed monthly and per diem policy applicable to this Component Schedule will result in an automatic adjustment to the aggregate amount of this Component Schedule from the date the change in policy takes effect. The Province will inform the Contractor of any changes in fixed rates by general notification. No modification of the Agreement or any Component Schedules to the Agreement is required in the event of a change in the fixed rate.

Component Services	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Not Applicable				

- (c) For the following Component Services the fixed monthly rate and the per diem rate shall remain as listed below for the term of the Funding Period.

Component Service	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment

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Staffed/Specialized Child Care	2	\$13,897.00	\$750.00	\$123,176.00
Total:				\$123,176.00

- (d) The Contractor will receive payment based on the following rates upon submission of a monthly statement of accounts for actual usage. This payment is not included in the total contract aggregate as shown in Part IV Section 4.1.

Component Services	Capacity	Per Diem Monthly Rate Subject to usage and billing
Not Applicable		

Ministry of Children and Family Development Use Only				
Component Services	Resp. Center	Activity Number	STOB	Total Amount
Staffed/Specialized Child Care	IFD	XL418	A502	\$123,176.00

### Unearned Revenue

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:
- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or
  - (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.
- 4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under the Agreement.
- 4.5 In accordance with section 15.13 of the Agreement, the Contractor will remit to the Province the following:
- (a) {List refunds and remissions of federal or provincial tax or duty to be remitted to the Province, if any, or type "not applicable"}

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**COMPONENT SERVICES SCHEDULE**  
**Residential Child Care Resource**  
**(FUNDING PERIOD January 1, 2016 - December 31, 2016)**

**PART I: INTRODUCTION**

- 1.1 This Component Schedule forms part of the Client Services Agreement dated for reference the 30th day of December, 2015 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

**PART II: FUNDING PERIOD**

- 2.1 The Funding Period to which this Component Schedule applies starts on January 1, 2016 and ends on December 31, 2016 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

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

***Desired Outcomes***

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:

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OUTCOME	INDICATORS	MEASURES
<b>Health and Mental Health</b>		
Active participation in own good health is increased	Follows through on any recommendations arising from medical assessments Taking medications as prescribed	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
Frequency and severity of incidents involving the misuse of substances is reduced	Decrease in the frequency of using drugs / alcohol or other substances Decrease in # of reportable incidents	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
Knowledge of safe and healthy sexual behaviour increases	Introduction to Youth clinics and services Accessing of Youth clinics and services Receives appropriate information based on age and developmental abilities Reduced incidences of risk taking behaviour	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
Ability to manage identified mental health concerns improves	Ability to accurately describe the nature of the diagnosis Decrease in the # of issues related to the condition Decrease in # of suicide attempts Decrease in antisocial activities ( contact with the law, street activities) Decrease in violent and physically aggressive behaviour Decrease in intentional self-harming behaviours Decrease in incidences of verbal abuse Decrease in incidences of intimidation of staff and peers Decrease in incidences that pose a danger to others Decrease in AWOLS Increase in socially appropriate behaviour at home and in the community Decrease in hospitalizations Decrease in incidences requiring police involvement Taking medications as prescribed Voluntarily accessing mental health services	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Social</b>		
Socially and age appropriate behaviours are increased	Demonstrates appropriate social boundaries Behaviours are within social norms	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Emotional and Behavioural</b>		
Emotional health is maintained or increases	Reduced incidences maladaptive behaviours ( eg fire setting, smearing, inappropriate language) Reduced incidences of damage to property, self and others Follows house rules and expectations	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Stabilization and Transition</b>		
Increase stability	Participation in normal daily home routines Decrease in AWOLS	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Social</b>		

Positive peer relationships are developed, maintained or improved	Increase in participation in appropriate social activities in the community Reduced incidences of damage to property, self and others Reduced incidences of victimization Demonstrates ability to resolve conflict through non-violent means Demonstrates appropriate personal boundaries Has at least one(1) consistent, positive friend Increased opportunities for peer relationships to develop	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
Socially and age appropriate behaviours are increased	Demonstrates appropriate social boundaries Involvement in selection, care and maintenance of personal clothing as appropriate for age and ability Behaviours are within social norms	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews

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

### **Service Deliverables**

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

- (a) Residential and child care services (the "Component Services" or "Services") to one or more children who cannot remain in their own homes and cannot for the present adjust to a family care home, but who still have the ability - with supports - to function as members of the community, in accordance with the provisions of in this Component Schedule including its Attachment 3.
- (b) The contractor will assume the responsibility for the care and nurturing of up to the specified number of children, each referred to as a "child", at any one time during the term of this Agreement, at the following care setting or care settings (the "Care Setting"), as follows:

Type of Component Services	Care Setting	No. of Children
Staffed/Specialized Child Care	33316 11th Avenue Mission, BC V2V 5T6	1

- (c) The contractor will reside in the Care Setting during the Term of this Component Schedule as agreed to below:

Care Setting	Contractor to reside?
33316 11th Avenue Mission, BC V2V 5T6	No

- (d) The child/children to be cared for in the Care Setting can be described as:

- I. 1 bed, aged 9 to 19 years of age
- II. Female

- III. **Presenting with behaviors and / or mental health concerns that result in maladaptive conduct**
- IV. **Purpose is focused on stabilizing the youth so they can reside in a Family Care Home or return to their family of origin.**

(e) The Service to be provided to the child/children in the Care Setting is:

- I. **24 hours, 7 days a week care and supervision. Services to be provided in Mission, BC.**
- II. **Staffing: One 24/hour caregiver, 7 days per week. Staffing to include:**
  - a. **1 senior residence worker (supervisor)**
  - b. **One residence coordinator**
  - c. **One team leader**

**(iii) Activities:**

- 1. **Encourage and supervise required health care routines.**
- 2. **Administer medications. Monitor and report side effects.**
- 3. **Encourage participation in own health care.**
- 4. **Encourage regular punctual attendance at school, day program/family visits/recreational activities.**
- 5. **Facilitate to/from appointments/school/work/day program/family visits/ recreational activities as per plan of care.**
- 6. **Encourage/facilitate contact with appropriate religious and/or cultural community members.**
- 7. **Seek out recreational opportunities. Facilitate attendance. Engage in activity as required.**
- 8. **Provide opportunities/activities that encourage positive peer interaction.**
- 9. **Explore/Demonstrate and Encourage positive and healthy responses to frustration, intimidation, defensiveness, aggression or any other negative feelings.**
- 10. **Promote/facilitate child/youth's involvement in personal care routines.**
- 11. **Involve child/youth in life skill activities that include but are not limited to: shopping/budgeting/ meal preparation/ household chores/ use of public transportation.**

12. **Acquaint children/youth with local community services. Assist in accessing services. Attend as required.**
13. **Support/facilitate transition planning and child/youth's involvement. Accompany to pre-placement visits as required. Provide appropriate luggage if required. Assist in preparations for a move.**

**(i) Admission/Discharge Process**

1. **Wherever possible, Guardianship and Resource Social Worker will provide contractor with a comprehensive referral package on youth prior to placement of youth.**
2. **Where time does not permit for the sharing of written referral information FVACFSS will ensure that contractor is provided verbal information on any and all known behaviours which constitute safety risks for the youth, the contractor and/or the community.**
3. **A Guardianship Social Worker and the youth in care must be present at during the intake/admission of child/youth into the resource**
4. **The contractor will creatively strategize and persistently engage the youth to avoid placement breakdown.**
5. **The youth may be discharged from the contracted specialized resource in consultation with the Resource Social Worker or Resource Team Leader and the Guardianship Social Worker in the event that**
  - (1) **the youth is incarcerated,**
  - (2) **the youth is AWOL for more than 7 days,**
  - (3) **the contractor is unable to maintain the safety of the youth and/or the resource due to the youth's behaviour.**
6. **All discharge planning must be discussed with the Resource Social Worker liaison.**

**(ii) Reporting**

1. **Progress report will be submitted to Resource Liaison on a monthly basis in the content and format approved by FVACFSS.**
2. **The contractor is required to maintain a Daily Log.**



3. Critical incidences must be reported to the Guardianship social worker or After Hours by telephone when they occur and received in writing by the Guardianship social worker and the Contract Liaison social worker the next business day.

(iii) Budget

<b>BUDGET – Healing Grounds -Tamara Smith</b>		
<b>Raven Hill: One bed female</b>		
	<b>FIXED</b>	<b>VARIABLE</b>
<b>WAGES &amp; BENEFITS</b>		
Residence Worker	6,200.00	
Senior Resident Worker (Supervisor)	1,250.00	
Residential Coordinator	1,250.00	
Team Leader (24 hr pager)	1,000.00	
Total Benefits	122.00	
	9,822.00 (SUBTOTAL)	
<b>PROGRAM COSTS</b>		
Transportation	300.00	
Non prescription medication	40.00	
Food (staff)	200.00	
Houshold supplies	50.00	
Telephone/cell/pager (staff)	75.00	
Program supplies	30.00	
Training and Professional Devel.	100.00	
	795.00 (Subtotal)	
<b>FACILITY COST</b>		
Rent/Lease	1800.00	
Insurance (house and contents)	100.00	
Utilities (gas and hydro)	100.00	
House phone	50.00	
Cable	80.00	
Maintenance	50.00	
Replacement costs ( furniture and equipment)	100.00	
	2280.00 (Subtotal)	
<b>CLIENT MAINTENANCE COSTS</b>		

<b>Activities</b>		200.00
<b>Food (youth)</b>		250.00
<b>Clothing</b>		70.00
<b>Bus Pass</b>		40.00
<b>Allowance, chore incentives</b>		40.00
<b>Gifts</b>		40.00
<b>School fees/supplies</b>		30.00
<b>Personal</b>		80.00
		750.00 (SUBTOTAL)
<b>Administration Fee</b>	1000.00	
<b>Total Program Costs</b>	<b>\$13,897.00</b>	<b>\$750.00</b>
<b>MONTHLY TOTAL (COMBINED)</b>		<b>\$14,647.00</b>

**(iv) Additional Provisions**

1. **Approval of the contract liaison social worker is required prior to the provision of any services or purchases not included in the attached budget.**
2. **Invoices for purchases must be supported by receipts and must be submitted no later than 30 days after the purchase.**
3. **Invoices for services must be submitted on a monthly basis and must be supported by details of the services.**
4. **Invoices submitted for services and purchases in the previous FVACFSS fiscal year will not be accepted past April 30th.**
5. **In the event of cancellation of the Component Services Schedule, invoices will not be accepted after the cancellation date.**

**(f) In relation to the comprehensive plan of care, the Contractor agrees to:**

- (i) **participate in the development of the comprehensive plan of care for each child placed in the Care Setting when requested by the Director.**

- (ii) assume responsibility for implementing those parts of the child's comprehensive plan of care related to the child's residential placement and to the child's safety and well-being in association with the residential placement.
  - (iii) measure achievement of goals related to the child's residential placement, as stated in each child's comprehensive plan of care.
- (g) The Contractor agrees to perform for all children placed in the Care Setting the caring functions normally provided by a child's parent(s).
- (h) The Contractor will assist the Director to meet the rights of children in care under the *Child, Family and Community Service Act*, Section 70.
- (i) The Contractor agrees to cooperate with:
  - (i) any custody or access orders or agreements relating to the child.
  - (ii) the parent(s)/guardian of the child, when specified in the plan of care.
- (j) The Contractor agrees to support and encourage the child's relationship with their parent(s), extended family and/or guardian, according to the plan of care for the child.
- (k) The Contractor will notify the parent(s) and/or guardian, where the parent(s) and/or guardian can be notified, in the case of medical emergency or of any changes in the circumstance of the child including those matters so indicated in Agreements where they exist between the parent(s) or guardian and a Director.
- (l) The Contractor will provide the Director full information and particulars concerning a child upon request of a Director or his/her representative.
- (m) The Contractor will ensure all information, statements and documents submitted to the Director in connection with this Component Schedule are true and correct.
- (n) The Contractor will ensure any employee, sub-contractor or volunteer of the Contractor is suitably qualified to be entrusted with the care and protection of children.
- (o) The Contractor will consider all requests by the Director to place children in the care or charge of a Director into the Care Setting.
- (p) The Contractor will provide access to the child by:
  - (i) the social worker designated by a Director;
  - (ii) those persons authorized by a Director; and
  - (iii) those persons authorized access through a court order.
- (q) The Contractor will not permit the child to leave the Province of British Columbia without the written permission of the social worker designated by the Director.
- (r) Caregiver, as defined in Section 1 of the *Child, Family and Community Service Act*, may include the Contractor, a sub-contractor or a staff member of the Contractor. A Director must agree with the placement of a child with any

Caregiver. The process for approval of caregivers used by the Contractor is as agreed below:

- I. **Standard G - Standards for Staffed Children's Residential Services (1998).**  
[http://www.mcf.gov.bc.ca/child\\_protection/pdf/standards\\_residential\\_services.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/standards_residential_services.pdf)

- (s) The Contractor will ensure that:
  - (i) all firearms and ammunition in the Care Setting are stored and locked separately from each other;
  - (ii) a smoke detector is located in the corridor of each sleeping area, and on each floor of the Care Setting;
  - (iii) proper medication storage and dispensing procedures are followed;
  - (iv) the child wears a seat belt or is placed in an approved seating and safety restraint while traveling in vehicles;
  - (v) adequate insurance coverage is maintained for any motor vehicles; and
  - (vi) any crib meets Federal Government safety standards.
- (t) The Contractor will provide a safe motor vehicle or otherwise provide for the safe transportation of any child placed with the Care Setting and comply with the provisions of the *Motor Vehicle Act* and related *Regulations*.
- (u) The Contractor will actively encourage community support and to maintain neighbourhood education and involvement, if the Care Setting is a group home or a staffed residential resource.
- (v) The performance of the contract during its term will be monitored by both parties in the manner agreed to below:
  - I. **Caregiver Support Services Standard 21: Monitoring of and Liaison With Staffed Children's Residential Services provided to the Contractor;**
  - II. **Incident reports;**
  - III. **Monthly reporting;**
  - IV. **Year end reports.**
- (w) Both parties agree to a dispute resolution process as outlined below, notwithstanding Section 13.01 of the Agreement.
  - I. **Local process to be followed in resolving any disputes between the contractor and the Province in respect of the contract terms.**  
**Process provided to the contractor for reference.**
- (x) The definitions contained in Section 1 of the *Child, Family and Community Service Act* apply to and have the same meaning when used in this Component Schedule.
- (y) It is acknowledged for the purpose of this Component Schedule, the term "guardian" means the legal guardian of the child or children.

- (z) The Director will adhere to the provisions of the "Obligations of the Director", as outlined in Attachment 3 of this Component Schedule.
  - (aa) The Contractor agrees to acknowledge the Ministry of Children and Family Development involvement and funding in all public communications including press releases, published reports, brochures, radio and television and public meetings.
  - (bb) A Director may at any time, in his or her sole discretion, retake physical care and control of a child who is receiving services from the Contractor and revoke any guardianship authority specified or implied delegated by a Director to the Contractor.
  - (cc) If in default of any of the Contractor's obligations under this Component Schedule, then:
    - (i) the Contractor will forthwith notify a Director of the nature and extent of the default;
    - (ii) a Director may, whether or not a notice has been received pursuant to Section 12.01 of the Agreement:
      1. move the child to an alternate Care Setting, as specify in Section 12.06 of the Agreement;
      2. pursuant to Section 3.05 of the Agreement reduce the payments made as per this Component Schedule to reflect the reasonable costs of relocating the Child and providing alternative services; and
      3. pursuant to Sections 12.03(a) and 12.08 of the Agreement terminate this Component Schedule.
- 3.3 In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements specified under section 5.1 of this Component Schedule.

#### ***Policies and Standards***

- 3.4 The Contractor will, with respect to the service deliverables of the Component Services specified in section 3.2 of this Component Schedule, comply with the policies set out in the following:
- (a) **Standards for Staffed Children's Residential Services (1998).**  
[http://www.mcf.gov.bc.ca/child\\_protection/pdf/standards\\_residential\\_services.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/standards_residential_services.pdf)
- 3.5 The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:
- (a) Standards for Staffed Children's Residential Services.
  - (b) Standards for Foster Home, as required.

- (c) **Applicable Caregiver Support Service Standards (2006). Child and Family Development Service Standards**
- (d) **Child and Family Development Service Standards - Children in Care Service Standards (2006).**  
[http://www.mcf.gov.bc.ca/child\\_protection/pdf/cfd\\_ss\\_may08.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/cfd_ss_may08.pdf)
- (e) Accreditation Standards if applicable

### ***Operational Principles***

- 3.6 The parties agree that the following operational principles apply to the provision of the Component Services:
- (a) children, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;
  - (b) development of child comprehensive care plans will, as appropriate to the circumstances of the child, involve the child, whether individual or family and other persons or authorities involved in the child's care.

### ***Advocacy***

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

### ***Cultural Competency***

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

### ***Religious Belief or Religious Affiliation***

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

### ***Client Complaint Resolution***

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

#### PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS

##### ***Aggregate Maximum***

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$175,764.00 in the aggregate for providing the Component Services during the Funding Period.

##### ***Payments***

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) The Contractor will receive the payments described below during the term of the Agreement Funding Period. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.
- (b) For the following Component Services the fixed monthly rate and per diem rate shall be in accordance with current Province policy as communicated to the Contractor from time to time. It is understood that any subsequent changes in the Province fixed monthly and per diem policy applicable to this Component Schedule will result in an automatic adjustment to the aggregate amount of this Component Schedule from the date the change in policy takes effect. The Province will inform the Contractor of any changes in fixed rates by general notification. No modification of the Agreement or any Component Schedules to the Agreement is required in the event of a change in the fixed rate.

Component Services	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Not Applicable				

- (c) For the following Component Services the fixed monthly rate and the per diem rate shall remain as listed below for the term of the Funding Period.

Component Service	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Staffed/Specialized Child Care	1	\$13,897.00	\$750.00	\$175,764.00
Total:				\$175,764.00

- (d) The Contractor will receive payment based on the following rates upon submission of a monthly statement of accounts for actual usage. This payment is not included in the total contract aggregate as shown in Part IV Section 4.1.

Component Services	Capacity	Per Diem Monthly Rate Subject to usage and billing
Not Applicable		

Ministry of Children and Family Development Use Only				
Component Services	Resp. Center	Activity Number	STOB	Total Amount
Staffed/Specialized Child Care	IFD	XL418	A502	\$175,764.00

### **Unearned Revenue**

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

## **PART V: STATEMENTS AND REPORTS**

- 5.1 The Contractor will submit Monthly to the Province reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Component Services. The required content of these reports may include, but is not limited to, the following information:
- (a) the quantity of services (by # of hours, # of sessions, bed days, etc.) and any variance from expected and contracted deliverables,
  - (b) a description of the children who used the services during the reporting period (by total number, by gender, by age and any other demographics relevant to the purposes and goals of the Component Services),
  - (c) To, in accordance with Sections 7.01, 7.02, 7.05 and 9.05 of the Agreement and 6.08 in this Component Schedule, establish and maintain records, including financial records, with respect to any child placed with the Contractor,

### **(d) As specified in Section 3.2 (e) – Reporting**



- 5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending . For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.
- 5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3<sup>rd</sup> quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

## **PART VI: INFORMATION MANAGEMENT PLAN**

### ***Definitions***

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

**(a) Records created or collected while providing ongoing client services during the contract in the custody of the Contractor are owned by the Province**

**(b) All child records**

### ***Document Ownership***

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

**(a) Contractor Administrative Records**

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

**(a) any Child Records excluded under section 6.1 of this Component Schedule**

- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.

- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.

- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.
- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.
- 6.8 The Contractor must keep all Documents segregated from other documents to the extent it is practical to do so, safeguard them and not permit their disposition or destruction without the prior written consent of the Province except as permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after the Agreement ends.
- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- (a) Provincial documents in the Contractors custody to be retained in a format acceptable to FVACFSS and for the term stated in the Ministry of Children and Family Development Operational Records Classification System (ORCS). Provincial documents are to be maintained and returned in the manner described in the in the Off- Site Storage and Transfer of Contractor Records (2003) provided to the Contractor for reference.**
- 6.10 If the Contractor's Documents includes any Child Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Child Records to the Province.

### ***Information Systems***

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

## **PART VII: GENERAL**

### ***Property***

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
- (a) Any start up items purchased by the Director will returned to the director at the request of the director, if the place of service is closed.
- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this agreement is to be owned by the Contractor or Subcontractor as indicated:
- (a) N/A

### ***Building Code***

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

### ***Business Registration***

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

### ***Permits and Licenses***

- 7.5 The Contractor will obtain all the permits and licenses required to perform the Component Services, including:
- (a) Community Facilities Licensing
- (b) Any permits or licenses required by municipal or health authorities for the operations of the Services delineated in Section 3.2
- (c) Any municipal, provincial, federal permits and licenses to provide the Services including motor vehicle licenses of the appropriate class to provide transportation to clients

### ***Insurance***

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

### ***Workers' Compensation Board (WCB)***

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

***Subcontractors***

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

**(a) Anyone providing service under this CSS.**

***Contact Information***

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

Address and fax number for notices to the Province:

Address: #1-7201 Vedder Road, Chilliwack, BC V2R 4G5  
Fax Number: (604) 855-3329

Address and fax number for notices to the Contractor:

Address: 178 4-32465 South Fraser Way, Abbotsford, BC V2T 0C7  
Fax Number:

***Authorized Persons***

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

**(a) Not Applicable**

(b) The Province will designate a social worker to supply on a regular basis such assistance and advice as may be requested by the Care Setting and at a level consistent with available staff time.

(c) The social worker will perform the following functions:

- (i) Assure there is comprehensive plan of care for each child placed in the Care Setting which is appropriate to the child's needs and to the standards and other conditions of care and nurturing provided for in Voluntary Care, Special Needs and Support Services agreements with the child's parent(s) and/or guardian where they exist;
- (ii) Assess the progress of the contractor's performance of their duties and obligations under the comprehensive plan of care as established under 7.10(c)(i);
- (iii) Involve the Contractor and the child's parent(s) and/or guardian in all planning decisions relating to the child;

- (iv) Complement and encourage the child's relationship with the Contractor and the child's parent(s) and/or guardian;
- (v) Where appropriate, be involved in contacts between the Contractor and the child's parent(s), child's extended family and/or guardian of the child;
- (vi) Assist the Contractor in the appropriate use of community resources at the reasonable request of the Contractor; and
- (vii) Where appropriate, assist the Contractor in contacts with the police and courts.

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

**(a) Not Applicable**

### ***Termination***

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

## **PART VIII: SERVICE SPECIFIC PROVISIONS**

### ***Criminal Records Check***

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

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

**(a) Volunteers, students or other individuals who have, or potentially have unsupervised access to children or their records**

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

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

### ***Waivers Of Liability relating to Services to Children***

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

### ***Rights of Children in Care***

- 8.5 If the Contractor is providing Component Services to children in care under the *Child, Family and Community Service Act*, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:
- (a) be fed, clothed and nurtured according to community standards and to be given the same quality of care as other children in the placement;
  - (b) be informed about their plan of care;
  - (c) be consulted and to express their views, according to their abilities, about significant decisions affecting them;
  - (d) reasonable privacy and to possession of their personal belongings;
  - (e) be free from corporal punishment;
  - (f) be informed of the standard of behavior expected by their caregivers and of the consequences of not meeting their caregivers' expectations;
  - (g) receive medical and dental care when required;
  - (h) participate in social and recreational activities if available and appropriate and according to their abilities and interests;
  - (i) receive the religious instruction and to participate in the religious activities of their choice;
  - (j) receive guidance and encouragement to maintain their cultural heritage;
  - (k) be provided with an interpreter if language or disability is a barrier to consulting with them on decisions affecting their custody or care;
  - (l) privacy during discussions with members of their families, subject to the *Child, Family and Community Service Act*, Section 70, Subsection (2);
  - (m) privacy during discussions with a lawyer, the Child, Youth and Family Advocate, the Ombudsman, a member of the Legislative Assembly or a member of Parliament;
  - (n) be informed about and to be assisted in contacting the Child, Youth and Family Advocate; and
  - (o) be informed of their rights under this Act and the procedures available for enforcing their rights.

## **PART IX: CONFLICT RESOLUTION OFFICIALS**

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

	Province	Contractor
Stage One:	Collaborative Practice Team Leader	Tamara Smith
Stage Two:	Regional Manager	Tamara Smith
Stage Three:	Director of Programs	Tamara Smith

The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an authorized representative of the Fraser Valley Aboriginal Children and Family Services Society on the \_\_\_\_\_ day of December, 2015.

SIGNED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the \_\_\_\_\_ day of December, 2015.

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Print Name: Diane McEachern  
Print Title: Resource & Programs Manager

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Print Name: Tamara Smith  
Print Title: Contractor

# ATTACHMENT 1

## Residential Child Care Resource - 85486;4

### Contractor Revenue and Expense Forecast

Contractor Name/Address: Smith, Tamara Marie 178 4-32465 South Fraser Way, Abbotsford, BC V2T 0C7

Name of Program(s)/Service(s): Raven Hill

Reporting Period (from/to): January 1, 2016 : December 31, 2016

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

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

Comments regarding variances:

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

Signature _____	Date _____
Print Name _____	Print Title _____



**ATTACHMENT 2**  
**Residential Child Care Resource - 85486;4**

**Insurance Requirements**

***Insurance***

The Contractor will:

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

***Insurance and Indemnity***

- 2.01 In addition to the standard insurance required under this Component Schedule, the Contractor will provide the following insurance:
  - (a) The Contractor shall provide, maintain and pay for necessary and adequate third party liability vehicle insurance, as determined in consultation with their insurance agent or insurance broker.
  - (b) The Contractor shall maintain a minimum of \$1,000,000.00 automobile third party liability insurance on any vehicle used to transport children placed in the Care Setting.
  - (c) The Contractor shall be responsible for and pay any deductible under the GMIP.
- 2.02 The Province will take reasonable steps to ensure the coverage specified in Section 1.01 of this Attachment, is continuous for the Term of this Component Schedule but the Province does not accept responsibility for providing coverage in the event the insurance is cancelled or reduced by the insurer.
- 2.03 The Province does not represent or warrant that the policy GMIP contains insurance for any and all losses. It is the Contractor's responsibility to ascertain the exact nature and extent of coverage of the policy as well as any and all terms and conditions of the policy.
- 2.04 The Province will provide the Contractor with pertinent information regarding available insurance coverage for a child's willful acts resulting in damage or loss to the residence.

**Attachment 3**  
**Residential Child Care Resource - 85486;4**

**Obligations of the Director**

In addition to the Component Schedule and the Agreement, the Director covenants and agrees:

**Legal Responsibility**

1. To exercise responsibility:
  - (a) when the child is in the care of a Director by court action under the *Child Family and Community Service Act*, the *Family Relations Act* or the *Adoption Act*, as the guardian of the child, consistent with each child's legal status; or
  - (b) as it relates to the care of the child while in the Care Setting.
2. To ensure all statutory requirements of the *Child, Family and Community Service Act* are fulfilled and to take such steps as the Director or his/her representative considers necessary to ensure adherence to those statutory requirements.
3. To ensure any child placed with the Contractor is in the charge, care or custody of a Director; be a child taken to a safe place under Section 25(1)(a) of the *Child, Family and Community Service Act*; be a child placed under a Support Service Agreement, Voluntary Care Agreement or Special Needs Agreement.

**Planning for the Child**

1. To advise the Contractor as to who is the parent(s) and/or guardian of any client placed with the Contractor and, where a Support Service Agreement, Voluntary Care Agreement or Special Needs Agreement entered into pursuant to Section 5, 6, or 7 of the *Child, Family and Community Service Act* exists between a Director and the parent and/or guardian of a child so placed, provide the Contractor with a copy of the relevant agreement, subject to Part 5 of the Act.
2. To provide the Contractor with all relevant information pertinent for the care of the child, including, but not limited to, medical, educational and personal care information as well as guardianship, custody and access arrangements.
3. To notify the child's parent(s) and/or guardian of any action taken in the interest of the health and well-being of the child where the child's parent(s) and/or guardian could not be immediately contacted.
4. To make all decisions regarding placement of the child in the Care Setting after discussion and agreement with the Contractor.



Contract No. 85486;4

**Fraser Valley Aboriginal Child and Family Services  
CLIENT SERVICES AGREEMENT  
(Fixed Term)**

THIS AGREEMENT (the "Agreement") dated for reference the 30th day of December, 2015.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by **Fraser Valley Aboriginal Children and Family Services Society**

(the "Province")

AND:

**Smith, Tamara Marie**

(the "Contractor")

THEREFORE THE PARTIES AGREE AS FOLLOWS:

**1.0 DEFINITIONS**

1.01 In this Agreement:

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

including any modifications to it made by the parties in accordance with section

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view*

15.02;

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

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

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

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

## **2.0 TERM**

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on January 1, 2016 and ends on December 31, 2016. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

## **3.0 SERVICES**

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

## **4.0 STANDARDS**

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

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

## **5.0 PAYMENT**

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

## **6.0 COMPONENT SCHEDULES**

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

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

## **7.0 REPORTS AND RECORDS**

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

## **8.0 OWNERSHIP**

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

This section continues in force after this Agreement ends.



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

## **9.0 AUDIT AND SERVICE EVALUATION**

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

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

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

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

## **10.0 INSURANCE AND INDEMNITY**

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

## **11.0 ASSIGNMENT AND SUBCONTRACTING**

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

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

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

## **12.0 ENDING OF AGREEMENT**

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

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

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

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

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

(c) this Agreement has ended under section 12.01.

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

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

### **13.0 CONFLICT RESOLUTION**

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

13.02 The Province must:

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

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

#### **14.0 NOTICES**

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

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

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

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

#### **15.0 MISCELLANEOUS**

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

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

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

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

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

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

## **16.0 INTERPRETATION**

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

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

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

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

The parties have executed this Agreement as follows:

**SIGNED** on behalf of the  
Province by an authorized representative  
of the Fraser Valley Aboriginal Children and  
Family Services Society on the \_\_\_\_\_ day of  
December, 2015.

**SIGNED** by or on behalf of the  
Contractor (or by an authorized signatory  
Of the Contractor if a corporation) on the  
\_\_\_\_\_ day of December , 2015.

---

Print Name: Diane McEachern  
Print Title: Resource & Programs Manager

---

Print Name: Tamara Smith  
Print Title: Contractor

**From:** Aujla, Inderjit ACFS:EX  
**Sent:** 1 Sep 2016 12:28:22 -0700  
**To:** Cumberland, Paul MCF:EX  
**Cc:** Ion, Tina E ACFS:EX  
**Subject:** FW: RE: HG contract 000080218  
**Attachments:** 20160901091411101.pdf, 20160901111628364.pdf

Hello Paul,

I am resending the first one as I missed the amendment attachment as well as the PL # and the physical location.

Contract # 000080218

PL00002953

§.22

House Name: Eagle Landing 2

Physical Address: 33416 13<sup>th</sup> Ave, Mission BC V2V 4S3

I think this is it for now. If you need any other information, please let me know. My brain has contracted out at this moment but I will recover.

Best regards,

**Inderjit Aujla**

Staffed Specailised RSW

Fraser valley Aboriginal Children & family Service Society

#1 – 7201 Vedder Road

Chilliwack, BC V2R 4G5

Phone: 604-858-0113

Fax: 604-824-5226

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**From:** Aujla, Inderjit ACFS:EX

**Sent:** Thursday, September 1, 2016 9:35 AM

**To:** Cumberland, Paul MCF:EX

**Cc:** Ion, Tina E ACFS:EX

**Subject:** RE: HG contract 000080218

Hi Paul,

Please see attached the first one.

000080218 SMITH, TAMARA MARIE 2016APR01 2016DEC31 IFD ACTIVE

XLO -RESIDENTIAL CHILD CARE RESOURCE TAMARA SMITH: EAGLE LANDING

000082843 SMITH, TAMARA MARIE 2016APR01 2016DEC31 IFD PRINTED

XLO -RESIDENTIAL CHILD CARE RESOURCE HEALING GROUNDS:BERYL STREET

000084358 SMITH, TAMARA MARIE 2016JUL01 2016DEC31 IFD ACTIVE

XLO -RESIDENTIAL CHILD CARE RESOURCE HEALING GROUNDS HAZEL STREET

000085204 SMITH, TAMARA MARIE 2016JAN01 2016DEC31 IFD ACTIVE

XLO -RESIDENTIAL CHILD CARE RESOURCE T SMITH: EAGLE LANDING2 - 1

000085486 SMITH, TAMARA MARIE 2016JAN01 2016DEC31 IFD ACTIVE

XLO -RESIDENTIAL CHILD CARE RESOURCE SMITH: 2 BED RAVEN HILL FEMA

000083037 SMITH, TAMARA MARIE 2016APR01 2016DEC31 IFD CANCELLED

XLO -RESIDENTIAL CHILD CARE RESOURCE SMITH: THE LANDING PLACE TWO

Thanks,

**Inderjit Aujla**

Staffed Specailised RSW



Fraser valley Aboriginal Children & family Service Society  
#1 – 7201 Vedder Road  
Chilliwack, BC V2R 4G5  
Phone: 604-858-0113  
Fax: 604-824-5226

**COMPONENT SERVICES SCHEDULE**  
**Residential Child Care Resource**  
**(FUNDING PERIOD April 1, 2016 - December 31, 2016)**

**PART I: INTRODUCTION**

- 1.1 This Component Schedule forms part of the Client Services Agreement dated for reference the 7th day of April, 2016 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

**PART II: FUNDING PERIOD**

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2016 and ends on December 31, 2016 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

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

***Desired Outcomes***

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:

OUTCOME	INDICATORS	MEASURES
Health and Mental Health		
Active participation in own good health is increased	Follows through on any recommendations arising from medical assessments	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews

*Reprint/Review*

OUTCOME	INDICATORS	MEASURES
Ability to manage identified mental health concerns improves	Decrease in incidences that pose a danger to others Increase in socially appropriate behaviour at home and in the community Decrease in hospitalizations Decrease in incidences requiring police involvement Taking medications as prescribed	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Education, School, Day Program</b>		
Attendance at school, vocational, day program or volunteer activity is established or increases	Is registered Increase in attendance Increased longevity of school, work or volunteer activity	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Family</b>		
Relationship with family is maintained or improves as appropriate	Decrease in number and severity of incidences before and/or after visits with family	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Social</b>		
Socially and age appropriate behaviours are increased	Demonstrates appropriate social boundaries Behaviours are within social norms	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews

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

### **Service Deliverables**

- 3.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following:
- (a) Residential and child care services (the "Component Services" or "Services") to one or more children who cannot remain in their own homes and cannot for the present adjust to a family care home, but who still have the ability - with supports - to function as members of the community, in accordance with the provisions of in this Component Schedule including its Attachment 3.

- (b) The contractor will assume the responsibility for the care and nurturing of up to the specified number of children, each referred to as a "child", at any one time during the term of this Agreement, at the following care setting or care settings (the "Care Setting"), as follows:

Type of Component Services	Care Setting	No. of Children
Staffed/Specialized Child Care	33416 13th Avenue Mission, BC V2V 4S3	1

- (c) The contractor will reside in the Care Setting during the Term of this Component Schedule as agreed to below:

Care Setting	Contractor to reside?
33416 13th Avenue Mission, BC V2V 4S3	No

- (d) The child/children to be cared for in the Care Setting can be described as:

**1 bed Male resource. To stabilize youth that has not been able to reside in a Foster Care Home. Presenting behaviour and/or mental health concerns that result in verbal/physical outbursts and maladaptive conduct**

- (e) The Service to be provided to the child/children in the Care Setting is:

Inputs: Facility

1 bed house in Mission that is staffed 24/7.

Inputs: Staffing

2, 24 hour staff members at all times, as well as the support of Family Support Worker, and emergency team leader.

Activities

Encourage/ implement/ supervise required health care routines.

Administer medications. Monitor and report side effects.

Encourage/facilitate regular punctual attendance at school, day program/family visits/recreational activities.

Provide transportation to/from appointments/school/day program/family visits/recreational activities as per plan of care.

Facilitate appropriate contact with family members identified by child/youth's social worker. Supervise contact as directed.

Seek out recreational opportunities. Encourage/facilitate attendance. Engage in activity as required.

Provide opportunities/activities that encourage positive peer interaction.

Promote/facilitate child/youth's involvement in personal care routines.

The goal with any placement in this resource will be to return to family, if appropriate, or to place in a longer term option such as a foster family home. This goal reflects CFCSA guiding principles and provincial standards. Support and encourage transition planning and child/youth's involvement. Accompany to pre-placement visits as required. Provide appropriate luggage if required. Assist in preparations for a move.

### **Admission/Discharge Process**

Wherever possible, Guardianship and Resource Social Worker will provide contractor with a comprehensive referral package on youth prior to placement of youth. Where time does not permit for the sharing of written referral information, FVACFSS will ensure that contractor is provided verbal information on any and all known behaviours which constitute safety risks for the youth, the contractor and/or the community.

A Guardianship Social Worker and the youth in care must be present at during the intake/admission of child/youth into the resource

The contractor will creatively strategize and persistently engage the youth to avoid placement breakdown.

The youth may be discharged from the contracted specialized resource in consultation with the Resource Social Worker or Resource Team Leader and the Guardianship Social Worker in the event that (1) the youth is incarcerated, (2) the youth is AWOL for more than 7 days, (3) the contractor is unable to maintain the safety of the youth and/or the resource due to the youth's behaviour. All discharge planning must be discussed with the Resource Social Worker liaison.

### **Reporting**

Progress report will be submitted to Residential Contract Negotiator on a monthly basis in the content and format approved by FVACFSS. The contractor is required to maintain a Daily Log. Critical incidences must be reported to the Guardianship social worker or After Hours by telephone when they occur and received in writing by the Guardianship social worker and the Contract Liaison social worker the next business day.

### **Budget**

Approved budget attached to this contract.

Damages sustained to the home by youth, above the approved contract amount will be billed upon approval of FVACFSS Resource Worker

Additional provisions

Approval of the contract liaison social worker is required prior to the provision of any services or purchases not included in the attached budget. Invoices for purchases must be supported by receipts and must be submitted no later than 30 days after the purchase. Invoices for services must be submitted on a monthly basis and must be supported by details of the services. Invoices submitted for services and purchases in the previous FVACFSS fiscal year will not be accepted past April 30<sup>th</sup>. In the event of cancellation of the Component Services Schedule, invoices will not be accepted after the cancellation date.

- (f) In relation to the comprehensive plan of care, the Contractor agrees to:
  - (i) participate in the development of the comprehensive plan of care for each child placed in the Care Setting when requested by the Director.
  - (ii) assume responsibility for implementing those parts of the child's comprehensive plan of care related to the child's residential placement and to the child's safety and well-being in association with the residential placement.
  - (iii) measure achievement of goals related to the child's residential placement, as stated in each child's comprehensive plan of care.
- (g) The Contractor agrees to perform for all children placed in the Care Setting the caring functions normally provided by a child's parent(s).
- (h) The Contractor will assist the Director to meet the rights of children in care under the Child, *Family and Community Service Act*, Section 70.
- (i) The Contractor agrees to cooperate with:
  - (i) any custody or access orders or agreements relating to the child.
  - (ii) the parent(s)/guardian of the child, when specified in the plan of care.
- (j) The Contractor agrees to support and encourage the child's relationship with their parent(s), extended family and/or guardian, according to the plan of care for the child.
- (k) The Contractor will notify the parent(s) and/or guardian, where the parent(s) and/or guardian can be notified, in the case of medical emergency or of any changes in the circumstance of the child including those matters so indicated in Agreements where they exist between the parent(s) or guardian and a Director.
- (l) The Contractor will provide the Director full information and particulars concerning a child upon request of a Director or his/her representative.

- (m) The Contractor will ensure all information, statements and documents submitted to the Director in connection with this Component Schedule are true and correct.
- (n) The Contractor will ensure any employee, sub-contractor or volunteer of the Contractor is suitably qualified to be entrusted with the care and protection of children.
- (o) The Contractor will consider all requests by the Director to place children in the care or charge of a Director into the Care Setting.
- (p) The Contractor will provide access to the child by:
  - (i) the social worker designated by a Director;
  - (ii) those persons authorized by a Director; and
  - (iii) those persons authorized access through a court order.
- (q) The Contractor will not permit the child to leave the Province of British Columbia without the written permission of the social worker designated by the Director.
- (r) Caregiver, as defined in Section 1 of the *Child, Family and Community Service Act*, may include the Contractor, a sub-contractor or a staff member of the Contractor. A Director must agree with the placement of a child with any Caregiver. The process for approval of caregivers used by the Contractor is as agreed below:

Standard G - Standards for Staffed Children's Residential Services (1998).

[http://www.mcf.gov.bc.ca/child\\_protection/pdf/standards\\_residential\\_services.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/standards_residential_services.pdf)

- (s) The Contractor will ensure that:
  - (i) all firearms and ammunition in the Care Setting are stored and locked separately from each other;
  - (ii) a smoke detector is located in the corridor of each sleeping area, and on each floor of the Care Setting;
  - (iii) proper medication storage and dispensing procedures are followed;
  - (iv) the child wears a seat belt or is placed in an approved seating and safety restraint while traveling in vehicles;
  - (v) adequate insurance coverage is maintained for any motor vehicles; and
  - (vi) any crib meets Federal Government safety standards.
- (t) The Contractor will provide a safe motor vehicle or otherwise provide for the safe transportation of any child placed with the Care Setting and comply with the provisions of the *Motor Vehicle Act* and related *Regulations*.

- (u) The Contractor will actively encourage community support and to maintain neighbourhood education and involvement, if the Care Setting is a group home or a staffed residential resource.
- (v) The performance of the contract during its term will be monitored by both parties in the manner agreed to below:
  - a) **Caregiver Support Services Standard 21: Monitoring of and Liaison With Staffed**
  - b) **Children's Residential Services provided to the Contractor; Incident reports;**
  - c) **Monthly reporting; Year end reports.**
- (w) Both parties agree to a dispute resolution process as outlined below, notwithstanding Section 13.01 of the Agreement.
  - a) **Local process to be followed in resolving any disputes between the contractor and FVACFSS in respect of the contract terms. Process provided to the contractor for reference.**
- (x) The definitions contained in Section 1 of the *Child, Family and Community Service Act* apply to and have the same meaning when used in this Component Schedule.
- (y) It is acknowledged for the purpose of this Component Schedule, the term "guardian" means the legal guardian of the child or children.
- (z) The Director will adhere to the provisions of the "Obligations of the Director", as outlined in Attachment 3 of this Component Schedule.
- (aa) The Contractor agrees to acknowledge the Ministry of Children and Family Development involvement and funding in all public communications including press releases, published reports, brochures, radio and television and public meetings.
- (bb) A Director may at any time, in his or her sole discretion, retake physical care and control of a child who is receiving services from the Contractor and revoke any guardianship authority specified or implied delegated by a Director to the Contractor.
- (cc) If in default of any of the Contractor's obligations under this Component Schedule, then:
  - (i) the Contractor will forthwith notify a Director of the nature and extent of the default;
  - (ii) a Director may, whether or not a notice has been received pursuant to Section 12.01 of the Agreement:
    1. move the child to an alternate Care Setting, as specify in Section 12.06 of the Agreement;
    2. pursuant to Section 3.05 of the Agreement reduce the payments made as per this Component Schedule to reflect the reasonable costs of relocating the Child and providing alternative services; and



3. pursuant to Sections 12.03(a) and 12.08 of the Agreement terminate this Component Schedule.

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

#### ***Policies and Standards***

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

(A) Standards for Staffed Children's Residential Services (1998).

[http://www.mcf.gov.bc.ca/child\\_protection/pdf/standards\\_residential\\_services.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/standards_residential_services.pdf)

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

(a) Standards for Staffed Children's Residential Services.

(b) Standards for Foster Home, as required.

(c) **Applicable Caregiver Support Service Standards (2006). Child and Family Development Service Standards**

(d) **Child and Family Development Service Standards - Children in Care Service Standards (2006).**

[http://www.mcf.gov.bc.ca/child\\_protection/pdf/cfd\\_ss\\_may08.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/cfd_ss_may08.pdf)

(e) **Accreditation Standards if applicable**

#### ***Operational Principles***

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

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

#### ***Advocacy***

- 3.7 The parties recognize that advocacy includes a child's right for their views to be heard and considered in decisions affecting them and that no party will take

retributive action towards the other party or a child as a result of that party supporting the child's or the child's representative's expression of the child's views.

### ***Cultural Competency***

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

### ***Religious Belief or Religious Affiliation***

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

### ***Client Complaint Resolution***

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

## **PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS**

### ***Aggregate Maximum***

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$158,850.00 in the aggregate for providing the Component Services during the Funding Period.

### ***Payments***

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) The Contractor will receive the payments described below during the term of the Agreement Funding Period. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.
  - (b) For the following Component Services the fixed monthly rate and per diem rate shall be in accordance with current Province policy as communicated to the Contractor from time to time. It is understood that any subsequent changes in the Province fixed monthly and per diem policy applicable to this Component Schedule will result in an automatic

adjustment to the aggregate amount of this Component Schedule from the date the change in policy takes effect. The Province will inform the Contractor of any changes in fixed rates by general notification. No modification of the Agreement or any Component Schedules to the Agreement is required in the event of a change in the fixed rate.

Component Services	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Not Applicable				

- (c) For the following Component Services the fixed monthly rate and the per diem rate shall remain as listed below for the term of the Funding Period.

Component Service	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Staffed/Specialized Child Care	1	\$16,880.00	\$770.00	\$158,850.00
Total:				\$158,850.00

- (d) The Contractor will receive payment based on the following rates upon submission of a monthly statement of accounts for actual usage. This payment is not included in the total contract aggregate as shown in Part IV Section 4.1.

Component Services	Capacity	Per Diem Monthly Rate Subject to usage and billing
Not Applicable		

Ministry of Children and Family Development Use Only				
Component Services	Resp. Center	Activity Number	STOB	Total Amount
Staffed/Specialized Child Care	IFD	XL418	A502	\$158,850.00

### ***Unearned Revenue***

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:

- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or

(b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.

4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under the Agreement.

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

(a) Not Applicable

## **PART V: STATEMENTS AND REPORTS**

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

(a) the quantity of services (by # of hours, # of sessions, bed days, etc.) and any variance from expected and contracted deliverables,

(b) a description of the children who used the services during the reporting period (by total number, by gender, by age and any other demographics relevant to the purposes and goals of the Component Services),

(c) To, in accordance with Sections 7.01, 7.02, 7.05 and 9.05 of the Agreement and 6.08 in this Component Schedule, establish and maintain records, including financial records, with respect to any child placed with the Contractor,

(d) As specified in Section 3.2 (e) - Reporting

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

5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3<sup>rd</sup> quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

## **PART VI: INFORMATION MANAGEMENT PLAN**

### ***Definitions***

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

Records created or collected while providing ongoing client services during the contract in the custody of the Contractor are owned by FVACFSS

All child records

***Document Ownership***

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

Contractor Administrative Documents

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

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

- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.

- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.

- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.

- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.

- 6.8 The Contractor must keep all Documents segregated from other documents to the extent it is practical to do so, safeguard them and not permit their disposition or destruction without the prior written consent of the Province except as permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which

the Contractor is keeping any of the Documents. This section continues in force after the Agreement ends.

- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:

**Provincial documents in the Contractors custody to be retained in a format acceptable to the Ministry and for the term stated in the Ministry of Children and Family Development Operational Records Classification System (ORCS). Provincial documents are to be maintained and returned in the manner described in the in the Off- Site Storage and Transfer of Contractor Records (2003) provided to the Contractor for reference.**

- 6.10 If the Contractor's Documents includes any Child Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Child Records to the Province.

#### ***Information Systems***

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

### **PART VII: GENERAL**

#### ***Property***

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
- (a) Not Applicable
- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this agreement is to be owned by the Contractor or Subcontractor as indicated:
- (a) Not Applicable

### ***Building Code***

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

### ***Business Registration***

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

### ***Permits and Licenses***

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

(a) Community Facilities Licensing

(b) Any permits or licenses required by municipal or health authorities for the operations of the Services delineated in Section 3.2

(c) Any municipal, provincial, federal permits and licenses to provide the Services including motor vehicle licenses of the appropriate class to provide transportation to clients

### ***Insurance***

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

### ***Workers' Compensation Board (WCB)***

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

### ***Subcontractors***

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

(a) Anyone providing service under this CSS.

### ***Contact Information***

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

Address and fax number for notices to the Province:

Address: 1 7201 Vedder Road, Chilliwack, BC V2R 4G5  
Fax Number: (604) 824-5226

Address and fax number for notices to the Contractor:

Address: 2309 McCallum Road, Abbotsford, BC V2S 3N7  
Fax Number:

***Authorized Persons***

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

- (a) Not Applicable
- (b) The Province will designate a social worker to supply on a regular basis such assistance and advice as may be requested by the Care Setting and at a level consistent with available staff time.
- (c) The social worker will perform the following functions:
  - (i) Assure there is comprehensive plan of care for each child placed in the Care Setting which is appropriate to the child's needs and to the standards and other conditions of care and nurturing provided for in Voluntary Care, Special Needs and Support Services agreements with the child's parent(s) and/or guardian where they exist;
  - (ii) Assess the progress of the contractor's performance of their duties and obligations under the comprehensive plan of care as established under 7.10(c)(i);
  - (iii) Involve the Contractor and the child's parent(s) and/or guardian in all planning decisions relating to the child;
  - (iv) Complement and encourage the child's relationship with the Contractor and the child's parent(s) and/or guardian;
  - (v) Where appropriate, be involved in contacts between the Contractor and the child's parent(s), child's extended family and/or guardian of the child;
  - (vi) Assist the Contractor in the appropriate use of community resources at the reasonable request of the Contractor; and
  - (vii) Where appropriate, assist the Contractor in contacts with the police and courts.

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

- (a) Not Applicable



### ***Termination***

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

## **PART VIII: SERVICE SPECIFIC PROVISIONS**

### ***Criminal Records Check***

- 8.1 In accordance with the *Criminal Records Review Act*, the Contractor will undertake a criminal record check on each staff member or other person (such as a volunteer for the Contractor) who works with children or who has access to their records.
- 8.2 In addition to any criminal record checks required under the *Criminal Records Review Act*, the Province hereby requires and the Contractor agrees to carry out criminal records checks on:
- (a) Volunteers, students or other individuals who have, or potentially have unsupervised access to children or their records
- 8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:
- (a) criminal record checks have been initiated;
  - (b) the Contractor has acted on instructions from the adjudicator or the Province; and
  - (c) all other related procedures have been followed.

### ***Waivers Of Liability relating to Services to Children***

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

### ***Rights of Children in Care***

- 8.5 If the Contractor is providing Component Services to children in care under the *Child, Family and Community Service Act*, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:
- (a) be fed, clothed and nurtured according to community standards and to be given the same quality of care as other children in the placement;
  - (b) be informed about their plan of care;
  - (c) be consulted and to express their views, according to their abilities, about significant decisions affecting them;
  - (d) reasonable privacy and to possession of their personal belongings;
  - (e) be free from corporal punishment;

- (f) be informed of the standard of behavior expected by their caregivers and of the consequences of not meeting their caregivers' expectations;
- (g) receive medical and dental care when required;
- (h) participate in social and recreational activities if available and appropriate and according to their abilities and interests;
- (i) receive the religious instruction and to participate in the religious activities of their choice;
- (j) receive guidance and encouragement to maintain their cultural heritage;
- (k) be provided with an interpreter if language or disability is a barrier to consulting with them on decisions affecting their custody or care;
- (l) privacy during discussions with members of their families, subject to the *Child, Family and Community Service Act*, Section 70, Subsection (2);
- (m) privacy during discussions with a lawyer, the Child, Youth and Family Advocate, the Ombudsman, a member of the Legislative Assembly or a member of Parliament;
- (n) be informed about and to be assisted in contacting the Child, Youth and Family Advocate; and
- (o) be informed of their rights under this Act and the procedures available for enforcing their rights.

#### **PART IX: CONFLICT RESOLUTION OFFICIALS**

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

	Province	Contractor
Stage One:	Resource Team Leader	Tamara Smith
Stage Two:	Resource & Programs Manager	Tamara Smith
Stage Three:	Executive Director	Tamara Smith

The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an authorized representative of the Fraser Valley Aboriginal Child and Family Services Society on the \_\_\_\_\_ day of April, 2016.

SIGNED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the \_\_\_\_\_ day of April, 2016.

Print Name: Diane McEachern  
Print Title: Resource & Programs Manager

Print Name: Smith, Tamara Marie  
Print Title: Contractor

# ATTACHMENT 1

## Residential Child Care Resource - 80218;6

### Contractor Revenue and Expense Forecast

Contractor Name/Address: Smith, Tamara Marie 2309 McCallum Road, Abbotsford, BC V2S 3N7

Name of Program(s)/Service(s): Eagle Landing One

Reporting Period (from/to): April 1, 2016 : December 31, 2016

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

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

Comments regarding variances:

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

Signature _____	Date _____
Print Name _____	Print Title _____

**ATTACHMENT 2**  
**Residential Child Care Resource - 80218;6**

**Insurance Requirements**

***Insurance***

The Contractor will:

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

***Insurance and Indemnity***

- 2.01 In addition to the standard insurance required under this Component Schedule, the Contractor will provide the following insurance:
  - (a) The Contractor shall provide, maintain and pay for necessary and adequate third party liability vehicle insurance, as determined in consultation with their insurance agent or insurance broker.
  - (b) The Contractor shall maintain a minimum of \$1,000,000.00 automobile third party liability insurance on any vehicle used to transport children placed in the Care Setting.
  - (c) The Contractor shall be responsible for and pay any deductible under the GMIP.
- 2.02 The Province will take reasonable steps to ensure the coverage specified in Section 1.01 of this Attachment, is continuous for the Term of this Component Schedule but the Province does not accept responsibility for providing coverage in the event the insurance is cancelled or reduced by the insurer.
- 2.03 The Province does not represent or warrant that the policy GMIP contains insurance for any and all losses. It is the Contractor's responsibility to ascertain the exact nature and extent of coverage of the policy as well as any and all terms and conditions of the policy.
- 2.04 The Province will provide the Contractor with pertinent information regarding available insurance coverage for a child's willful acts resulting in damage or loss to the residence.

**Attachment 3**  
**Residential Child Care Resource - 80218;6**

**Obligations of the Director**

In addition to the Component Schedule and the Agreement, the Director covenants and agrees:

**Legal Responsibility**

1. To exercise responsibility:
  - (a) when the child is in the care of a Director by court action under the *Child Family and Community Service Act*, the *Family Relations Act* or the *Adoption Act*, as the guardian of the child, consistent with each child's legal status; or
  - (b) as it relates to the care of the child while in the Care Setting.
2. To ensure all statutory requirements of the *Child, Family and Community Service Act* are fulfilled and to take such steps as the Director or his/her representative considers necessary to ensure adherence to those statutory requirements.
3. To ensure any child placed with the Contractor is in the charge, care or custody of a Director; be a child taken to a safe place under Section 25(1)(a) of the *Child, Family and Community Service Act*; be a child placed under a Support Service Agreement, Voluntary Care Agreement or Special Needs Agreement.

**Planning for the Child**

1. To advise the Contractor as to who is the parent(s) and/or guardian of any client placed with the Contractor and, where a Support Service Agreement, Voluntary Care Agreement or Special Needs Agreement entered into pursuant to Section 5, 6, or 7 of the *Child, Family and Community Service Act* exists between a Director and the parent and/or guardian of a child so placed, provide the Contractor with a copy of the relevant agreement, subject to Part 5 of the Act.
2. To provide the Contractor with all relevant information pertinent for the care of the child, including, but not limited to, medical, educational and personal care information as well as guardianship, custody and access arrangements.
3. To notify the child's parent(s) and/or guardian of any action taken in the interest of the health and well-being of the child where the child's parent(s) and/or guardian could not be immediately contacted.
4. To make all decisions regarding placement of the child in the Care Setting after discussion and agreement with the Contractor.



Contract No. 80218;6

**Fraser Valley Aboriginal Child and Family Services  
CLIENT SERVICES AGREEMENT  
(Fixed Term)**

THIS AGREEMENT (the "Agreement") dated for reference the 7th day of April, 2016.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH  
COLUMBIA, represented by Fraser Valley Aboriginal Children & Family  
Services Society

(the "Province")

AND:

Smith, Tamara Marie

(the "Contractor")

THEREFORE THE PARTIES AGREE AS FOLLOWS:

**1.0 DEFINITIONS**

1.01 In this Agreement:

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

including any modifications to it made by the parties in accordance with section

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view*

15.02;

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

whether complete or not;

- (g) **"Documents"** means the Contractor's Documents and the Province's Documents;
- (h) **"Implementation Protocol"** means the protocol issued by the Province in 1999 governing the implementation of contract reform in the Ministry of Children and Family Development;
- (i) **"Indemnified Person"** means the Province and each of its employees and agents;
- (j) **"Insolvency Event"** means any of the following events, as applicable
  - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
  - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency,
  - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act (Canada)* is made by the Contractor,
  - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act (Canada)*,
  - (v) a receiver or receiver-manager of any of the Contractor's property is appointed, or

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

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

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



## **2.0 TERM**

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on October 1, 2015 and ends on March 31, 2016. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

## **3.0 SERVICES**

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

## **4.0 STANDARDS**

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

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

## **5.0 PAYMENT**

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

## **6.0 COMPONENT SCHEDULES**

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

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

## **7.0 REPORTS AND RECORDS**

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

## **8.0 OWNERSHIP**

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

This section continues in force after this Agreement ends.

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

## **9.0 AUDIT AND SERVICE EVALUATION**

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

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

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

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

## **10.0 INSURANCE AND INDEMNITY**

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

## **11.0 ASSIGNMENT AND SUBCONTRACTING**

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

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

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

## **12.0 ENDING OF AGREEMENT**

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

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

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

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

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

(c) this Agreement has ended under section 12.01.

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

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

### **13.0 CONFLICT RESOLUTION**

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

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

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

#### **14.0 NOTICES**

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

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

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

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

#### **15.0 MISCELLANEOUS**

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

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

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

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



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

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

## **16.0 INTERPRETATION**

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

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

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

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

The parties have executed this Agreement as follows:

**SIGNED** on behalf of the  
Province by an authorized representative  
of the Fraser Valley Aboriginal Children and  
Family Services Society on the \_\_\_\_ day of  
April , 2016.

**SIGNED** by or on behalf of the  
Contractor (or by an authorized signatory  
Of the Contractor if a corporation) on the  
\_\_\_\_ day of April , 2016.

Print Name: Diane McEachern  
Print Title: Resource & Programs Manager

Print Name: Smith, Tamara Marie  
Print Title: Contractor



**BETWEEN**

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

(the "Province", a "Director" as applicable)

**AND**

**Smith, Tamara Marie**

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

**BACKGROUND**

A. The parties entered into an agreement number 82843;5 and dated April 7,  
2016, (the "Agreement").

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

**AGREEMENT**

The parties agree as follows:

1. The capacity for service Staffed/Specialized Child Care has been changed to 1.
2. The fixed rate for service Staffed/Specialized Child Care has been changed to \$16,572.00.
3. The Agreement End Date is: December 31, 2016
4. Additional Details:
5. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

Authorized Representative

Name  
Diane McEachern

Title  
Resource & Programs Manager

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

Contractor or Authorized Signatory

Name  
Smith, Tamara Marie

Title  
Contractor

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

**COMPONENT SERVICES SCHEDULE**  
**Residential Child Care Resource**  
**(FUNDING PERIOD April 1, 2016 - December 31, 2016)**

**PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS**

***Aggregate Maximum***

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$69,368.00 in the aggregate for providing the Component Services during the Funding Period.

***Payments***

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) The Contractor will receive the payments described below during the term of the Agreement Funding Period. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.
- (b) For the following Component Services the fixed monthly rate and per diem rate shall be in accordance with current Province policy as communicated to the Contractor from time to time. It is understood that any subsequent changes in the Province fixed monthly and per diem policy applicable to this Component Schedule will result in an automatic adjustment to the aggregate amount of this Component Schedule from the date the change in policy takes effect. The Province will inform the Contractor of any changes in fixed rates by general notification. No modification of the Agreement or any Component Schedules to the Agreement is required in the event of a change in the fixed rate.

Component Services	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Not Applicable				

- (c) For the following Component Services the fixed monthly rate and the per diem rate shall remain as listed below for the term of the Funding Period.

Component Service	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Staffed/Specialized Child Care	1	\$16,572.00	\$770.00	\$69,368.00
Total:				\$69,368.00

- (d) The Contractor will receive payment based on the following rates upon submission of a monthly statement of accounts for actual usage. This payment is not included in the total contract aggregate as shown in Part IV Section 4.1.

Component Services	Capacity	Per Diem Monthly Rate Subject to usage and billing
Not Applicable		

Ministry of Children and Family Development Use Only				
Component Services	Resp. Center	Activity Number	STOB	Total Amount
Staffed/Specialized Child Care	IFD	XL418	A502	\$69,368.00

### **Unearned Revenue**

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:
- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or
  - (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.
- 4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under the Agreement.
- 4.5 In accordance with section 15.13 of the Agreement, the Contractor will remit to the Province the following:
- (a) *{List refunds and remissions of federal or provincial tax or duty to be remitted to the Province, if any, or type "not applicable"}*

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**BETWEEN**

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

(the "Province", a "Director" as applicable)

**AND**

**Smith, Tamara Marie**

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

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3. The Agreement End Date is: December 31, 2016
4. Additional Details:
5. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

Authorized Representative

Name  
Diane McEachern

Title  
Resource & Programs Manager

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

Contractor or Authorized Signatory

Name  
Smith, Tamara Marie

Title  
Contractor

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

**COMPONENT SERVICES SCHEDULE**  
**Residential Child Care Resource**  
**(FUNDING PERIOD April 1, 2016 - December 31, 2016)**

**PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS**

***Aggregate Maximum***

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$69,368.00 in the aggregate for providing the Component Services during the Funding Period.

***Payments***

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) The Contractor will receive the payments described below during the term of the Agreement Funding Period. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.
- (b) For the following Component Services the fixed monthly rate and per diem rate shall be in accordance with current Province policy as communicated to the Contractor from time to time. It is understood that any subsequent changes in the Province fixed monthly and per diem policy applicable to this Component Schedule will result in an automatic adjustment to the aggregate amount of this Component Schedule from the date the change in policy takes effect. The Province will inform the Contractor of any changes in fixed rates by general notification. No modification of the Agreement or any Component Schedules to the Agreement is required in the event of a change in the fixed rate.

Component Services	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Not Applicable				

- (c) For the following Component Services the fixed monthly rate and the per diem rate shall remain as listed below for the term of the Funding Period.

Component Service	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Staffed/Specialized Child Care	1	\$16,572.00	\$770.00	\$69,368.00
Total:				\$69,368.00

- (d) The Contractor will receive payment based on the following rates upon submission of a monthly statement of accounts for actual usage. This payment is not included in the total contract aggregate as shown in Part IV Section 4.1.

Component Services	Capacity	Per Diem Monthly Rate Subject to usage and billing
Not Applicable		

Ministry of Children and Family Development Use Only				
Component Services	Resp. Center	Activity Number	STOB	Total Amount
Staffed/Specialized Child Care	IFD	XL418	A502	\$69,368.00

### **Unearned Revenue**

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:
- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or
  - (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.
- 4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under the Agreement.
- 4.5 In accordance with section 15.13 of the Agreement, the Contractor will remit to the Province the following:
- (a) {List refunds and remissions of federal or provincial tax or duty to be remitted to the Province, if any, or type "not applicable"}

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**From:** Aujla, Inderjit ACFS:EX  
**Sent:** 1 Sep 2016 12:13:54 -0700  
**To:** Cumberland, Paul MCF:EX  
**Cc:** Ion, Tina E ACFS:EX  
**Subject:** Re: Contract 000082843 HG  
**Attachments:** 20160901111554782.pdf

Hi Paul,  
Please see attached.

Contract # 000082843  
PL00002772

s.22

House Name: Beryl Street  
Physical Address: 8914 Beryl Street, Chilliwack BC V2P 7G1

Thank you.  
Inderjit Aujla

**COMPONENT SERVICES SCHEDULE**  
**Residential Child Care Resource**  
**(FUNDING PERIOD April 1, 2016 - December 31, 2016)**

**PART I: INTRODUCTION**

- 1.1 This Component Schedule forms part of the Client Services Agreement dated for reference the 7th day of April, 2016 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

**PART II: FUNDING PERIOD**

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2016 and ends on December 31, 2016 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

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

***Desired Outcomes***

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:

<b>Contract Section – 3.1 Desired Outcomes</b>
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*Reprint/Re  
view*

OUTCOME	INDICATORS	MEASURES
<b>Health and Mental Health</b>		
Active participation in own good health is increased	Follows through on any recommendations arising from medical assessments Taking medications as prescribed	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
Frequency and severity of incidents involving the misuse of substances is reduced	Decrease in the frequency of using drugs / alcohol or other substances Decrease in # of reportable incidents	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Social</b>		
Socially and age appropriate behaviours are increased	Demonstrates appropriate social boundaries Behaviours are within social norms	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Emotional and Behavioural</b>		
Emotional health is maintained or increases	Reduced incidences maladaptive behaviours ( eg fire setting, smearing, inappropriate language) Reduced incidences of damage to property, self and others Follows house rules and expectations	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Stabilization and Transition</b>		
Increase stability	Participation in normal daily home routines Decrease in AWOLS	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews

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

### **Service Deliverables**

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

- (a) Residential and child care services (the "Component Services" or "Services") to one or more children who cannot remain in their own homes and cannot for the present adjust to a family care home, but who still have the ability - with supports

- to function as members of the community, in accordance with the provisions of in this Component Schedule including its Attachment 3.

- (b) The contractor will assume the responsibility for the care and nurturing of up to the specified number of children, each referred to as a "child", at any one time during the term of this Agreement, at the following care setting or care settings (the "Care Setting"), as follows:

Type of Component Services	Care Setting	No. of Children
Staffed/Specialized Child Care	8914 Beryl Street Chilliwack, BC V2P 7G1	2

- (c) The contractor will reside in the Care Setting during the Term of this Component Schedule as agreed to below:

Care Setting	Contractor to reside?
8914 Beryl Street Chilliwack, BC V2P 7G1	No

- (d) The child/children to be cared for in the Care Setting can be described as:

- (i) **2 Bed, Aged up to 18 years of age.**
- (ii) **Female**
- (iii) **Presenting with Issues that limit their ability to be placed in a Foster home.**
- (iv) **Purpose is focussed on stabilization.**
- (v) **Duration of stay is short to medium**

- (e) The Service to be provided to the child/children in the Care Setting is:

- (i) **Inputs: Facility**
  - 1. **House located in Chilliwack, BC and is staffed 24/7.**
  - 2. **Two separate units that run independently in the same home**
- (ii) **Inputs: Staffing**
  - 1. **Two 24/7 front line staff (usually 3 primary caregivers rotating, and additional relief staff as needed). Each child has a primary caregiver at all times**
- (iii) **Activities**
  - 1. **Encourage and supervise required health care routines.**
  - 2. **Administer medications. Monitor and report side effects.**

3. Encourage participation in own health care.
4. Encourage regular punctual attendance at school, day program/family visits/recreational activities.
5. Facilitate to/from appointments/school/work/day program/family visits/ recreational activities as per plan of care.
6. Encourage/facilitate contact with appropriate religious and/or cultural community members.
7. Seek out recreational opportunities. Facilitate attendance. Engage in activity as required.
8. Provide opportunities/activities that encourage positive peer interaction.
9. Explore/Demonstrate and Encourage positive and healthy responses to frustration, intimidation, defensiveness, aggression or any other negative feelings.
10. Promote/facilitate child/youth's involvement in personal care routines.
11. Involve child/youth in life skill activities that include but are not limited to: shopping/budgeting/ meal preparation/ household chores/ use of public transportation.
12. Acquaint children/youth with local community services. Assist in accessing services. Attend as required.
13. Support/facilitate transition planning and child/youth's involvement. Accompany to pre-placement visits as required. Provide appropriate luggage if required. Assist in preparations for a move.

**(iv) Admission/Discharge Process**

1. Wherever possible, Guardianship and Resource Social Worker will provide contractor with a comprehensive referral package on youth prior to placement of youth.
2. Where time does not permit for the sharing of written referral information FVACFSS will ensure that contractor is provided verbal information on any and all known behaviours which constitute safety risks for the youth, the contractor and/or the community.
3. A Guardianship Social Worker and the youth in care must be present at during the intake/admission of child/youth into the resource

4. The contractor will creatively strategize and persistently engage the youth to avoid placement breakdown.
5. The youth may be discharged from the contracted specialized resource in consultation with the Resource Social Worker or Resource Team Leader and the Guardianship Social Worker in the event that
  - (1) the youth is incarcerated,
  - (2) the youth is AWOL for more than 7 days,
  - (3) the contractor is unable to maintain the safety of the youth and/or the resource due to the youth's behaviour.
6. All discharge planning must be discussed with the Resource Social Worker liaison.

(v) Reporting

1. Progress report will be submitted to Resource Liaison on a monthly basis in the content and format approved by FVACFSS.
2. The contractor is required to maintain a Daily Log.
3. Critical incidences must be reported to the Guardianship social worker or After Hours by telephone when they occur and received in writing by the Guardianship social worker and the Contract Liaison social worker the next business day.

(vi) Budget

<b>BUDGET – Healing Grounds -Tamara Smith</b>		
<b>Robson Street House</b>		
	<b>FIXED</b>	<b>VARIABLE</b>
<b>WAGES &amp; BENEFITS</b>		
Caregiver payments (primary)	1,500.00	
2 Residence Worker	11,000.00	
Senior Resident Worker (Supervisor)	1,250.00	
Residential Coordinator	1,250.00	
Team Leader (24 hr pager)	1,000.00	
Total Benefits	122.00	
	16,122.00 (SUBTOTAL)	
<b>PROGRAM COSTS</b>		
Activities	400.00	
Transportation	300.00	

Non prescription medication	40.00	
Food	600.00	
Household supplies	50.00	
Telephone/cell/pager (staff)	150.00	
Program supplies	30.00	
Training and Professional Devel.	100.00	
	1,670.00 (Subtotal)	
<b>FACILITY COST</b>		
Rent/Lease	2100.00	
Insurance (house and contents)	100.00	
Utilities (gas and hydro)	1000.00	
House phone	50.00	
Cable	80.00	
Maintenance	50.00	
Replacement costs ( furniture and equipment)	100.00	
	2580.00 (Subtotal)	
<b>CLIENT MAINTENANCE COSTS</b>		
Clothing		200.00
Bus Pass		80.00
Allowance, chore incentives		80.00
Gifts		80.00
School fees/supplies		80.00
Personal & other		250.00
		780.00 (SUBTOTAL)
Administration Fee	1000.00	
<b>Total Program Costs</b>	<b>\$21,372.00</b>	<b>\$770.00 (X2)</b>
<b>MONTHLY TOTAL (COMBINED)</b>		<b>\$22,912.00</b>

(vii) Additional Provisions

1. **Approval of the contract liaison social worker is required prior to the provision of any services or purchases not included in the attached budget.**
  2. **Invoices for purchases must be supported by receipts and must be submitted no later than 30 days after the purchase.**
  3. **Invoices for services must be submitted on a monthly basis and must be supported by details of the services.**
  4. **Invoices submitted for services and purchases in the previous FVACFSS fiscal year will not be accepted past April 30th.**
  5. **In the event of cancellation of the Component Services Schedule, invoices will not be accepted after the cancellation date.**
- (f) In relation to the comprehensive plan of care, the Contractor agrees to:
- (i) participate in the development of the comprehensive plan of care for each child placed in the Care Setting when requested by the Director.
  - (ii) assume responsibility for implementing those parts of the child's comprehensive plan of care related to the child's residential placement and to the child's safety and well-being in association with the residential placement.
  - (iii) measure achievement of goals related to the child's residential placement, as stated in each child's comprehensive plan of care.
- (g) The Contractor agrees to perform for all children placed in the Care Setting the caring functions normally provided by a child's parent(s).
- (h) The Contractor will assist the Director to meet the rights of children in care under the *Child, Family and Community Service Act*, Section 70.
- (i) The Contractor agrees to cooperate with:
- (i) any custody or access orders or agreements relating to the child.
  - (ii) the parent(s)/guardian of the child, when specified in the plan of care.
- (j) The Contractor agrees to support and encourage the child's relationship with their parent(s), extended family and/or guardian, according to the plan of care for the child.
- (k) The Contractor will notify the parent(s) and/or guardian, where the parent(s) and/or guardian can be notified, in the case of medical emergency or of any changes in the circumstance of the child including those matters so indicated in Agreements where they exist between the parent(s) or guardian and a Director.



- (l) The Contractor will provide the Director full information and particulars concerning a child upon request of a Director or his/her representative.
- (m) The Contractor will ensure all information, statements and documents submitted to the Director in connection with this Component Schedule are true and correct.
- (n) The Contractor will ensure any employee, sub-contractor or volunteer of the Contractor is suitably qualified to be entrusted with the care and protection of children.
- (o) The Contractor will consider all requests by the Director to place children in the care or charge of a Director into the Care Setting.
- (p) The Contractor will provide access to the child by:
  - (i) the social worker designated by a Director;
  - (ii) those persons authorized by a Director; and
  - (iii) those persons authorized access through a court order.
- (q) The Contractor will not permit the child to leave the Province of British Columbia without the written permission of the social worker designated by the Director.
- (r) Caregiver, as defined in Section 1 of the *Child, Family and Community Service Act*, may include the Contractor, a sub-contractor or a staff member of the Contractor. A Director must agree with the placement of a child with any Caregiver. The process for approval of caregivers used by the Contractor is as agreed below:
  - (i) **Standard G - Standards for Staffed Children's Residential Services (1998).**  
[http://www.mcf.gov.bc.ca/child\\_protection/pdf/standards\\_residential\\_services.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/standards_residential_services.pdf)
- (s) The Contractor will ensure that:
  - (i) all firearms and ammunition in the Care Setting are stored and locked separately from each other;
  - (ii) a smoke detector is located in the corridor of each sleeping area, and on each floor of the Care Setting;
  - (iii) proper medication storage and dispensing procedures are followed;
  - (iv) the child wears a seat belt or is placed in an approved seating and safety restraint while traveling in vehicles;
  - (v) adequate insurance coverage is maintained for any motor vehicles; and
  - (vi) any crib meets Federal Government safety standards.
- (t) The Contractor will provide a safe motor vehicle or otherwise provide for the safe transportation of any child placed with the Care Setting and comply with the provisions of the *Motor Vehicle Act* and related *Regulations*.
- (u) The Contractor will actively encourage community support and to maintain neighbourhood education and involvement, if the Care Setting is a group home or a staffed residential resource.

- (v) The performance of the contract during its term will be monitored by both parties in the manner agreed to below:
  - (i) **Caregiver Support Services Standard 21: Monitoring of and Liaison With Staffed Children's Residential Services provided to the Contractor;**
  - (ii) **Incident reports;**
  - (iii) **Monthly reporting;**
  - (iv) **Year end reports.**
- (w) Both parties agree to a dispute resolution process as outlined below, notwithstanding Section 13.01 of the Agreement.
  - (i) **Local process to be followed in resolving any disputes between the contractor and the Province in respect of the contract terms. Process provided to the contractor for reference.**
- (x) The definitions contained in Section 1 of the *Child, Family and Community Service Act* apply to and have the same meaning when used in this Component Schedule.
- (y) It is acknowledged for the purpose of this Component Schedule, the term "guardian" means the legal guardian of the child or children.
- (z) The Director will adhere to the provisions of the "Obligations of the Director", as outlined in Attachment 3 of this Component Schedule.
- (aa) The Contractor agrees to acknowledge the Ministry of Children and Family Development involvement and funding in all public communications including press releases, published reports, brochures, radio and television and public meetings.
- (bb) A Director may at any time, in his or her sole discretion, retake physical care and control of a child who is receiving services from the Contractor and revoke any guardianship authority specified or implied delegated by a Director to the Contractor.
- (cc) If in default of any of the Contractor's obligations under this Component Schedule, then:
  - (i) the Contractor will forthwith notify a Director of the nature and extent of the default;
  - (ii) a Director may, whether or not a notice has been received pursuant to Section 12.01 of the Agreement:
    1. move the child to an alternate Care Setting, as specify in Section 12.06 of the Agreement;
    2. pursuant to Section 3.05 of the Agreement reduce the payments made as per this Component Schedule to reflect the reasonable costs of relocating the Child and providing alternative services; and
    3. pursuant to Sections 12.03(a) and 12.08 of the Agreement terminate this Component Schedule.

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

#### ***Policies and Standards***

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

- (a) **Standards for Staffed Children's Residential Services (1998).**  
[http://www.mcf.gov.bc.ca/child\\_protection/pdf/standards\\_residential\\_services.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/standards_residential_services.pdf)

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

- (a) Standards for Staffed Children's Residential Services.
- (b) Standards for Foster Home, as required.
- (c) **Applicable Caregiver Support Service Standards (2006).**
- (d) **Child and Family Development Service Standards.**
- (e) **Child and Family Development Service Standards - Children in Care Service Standards (2006).**  
[http://www.mcf.gov.bc.ca/child\\_protection/pdf/cfd\\_ss\\_may08.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/cfd_ss_may08.pdf)
- (f) **Accreditation Standards, if applicable.**

#### ***Operational Principles***

- 3.6 The parties agree that the following operational principles apply to the provision of the Component Services:
- (a) children, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;
- (b) development of child comprehensive care plans will, as appropriate to the circumstances of the child, involve the child, whether individual or family and other persons or authorities involved in the child's care.

#### ***Advocacy***

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

### ***Cultural Competency***

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

### ***Religious Belief or Religious Affiliation***

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

### ***Client Complaint Resolution***

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

## **PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS**

### ***Aggregate Maximum***

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$206,208.00 in the aggregate for providing the Component Services during the Funding Period.

### ***Payments***

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) The Contractor will receive the payments described below during the term of the Agreement Funding Period. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.

- (b) For the following Component Services the fixed monthly rate and per diem rate shall be in accordance with current Province policy as communicated to the Contractor from time to time. It is understood that any subsequent changes in the Province fixed monthly and per diem policy applicable to this Component Schedule will result in an automatic adjustment to the aggregate amount of this Component Schedule from the date the change in policy takes effect. The Province will inform the Contractor of any changes in fixed rates by general notification. No modification of the Agreement or any Component Schedules to the Agreement is required in the event of a change in the fixed rate.

Component Services	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Not Applicable				

- (c) For the following Component Services the fixed monthly rate and the per diem rate shall remain as listed below for the term of the Funding Period.

Component Service	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Staffed/Specialized Child Care	2	\$21,372.00	\$770.00	\$206,208.00
Total:				\$206,208.00

- (d) The Contractor will receive payment based on the following rates upon submission of a monthly statement of accounts for actual usage. This payment is not included in the total contract aggregate as shown in Part IV Section 4.1.

Component Services	Capacity	Per Diem Monthly Rate Subject to usage and billing
Not Applicable		

Ministry of Children and Family Development Use Only				
Component Services	Resp. Center	Activity Number	STOB	Total Amount
Staffed/Specialized Child Care	IFD	XL418	A502	\$206,208.00

### Unearned Revenue

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:

- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or

- (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.

4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under the Agreement.

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

- (a) N/A

## **PART V: STATEMENTS AND REPORTS**

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

- (a) the quantity of services (by # of hours, # of sessions, bed days, etc.) and any variance from expected and contracted deliverables,
- (b) a description of the children who used the services during the reporting period (by total number, by gender, by age and any other demographics relevant to the purposes and goals of the Component Services),
- (c) To, in accordance with Sections 7.01, 7.02, 7.05 and 9.05 of the Agreement and 6.08 in this Component Schedule, establish and maintain records, including financial records, with respect to any child placed with the Contractor,
- (d) **As specified in Section 3.2 (e) – Reporting.**

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

5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3<sup>rd</sup> quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

## **PART VI: INFORMATION MANAGEMENT PLAN**

### ***Definitions***

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

(a) **Records created or collected while providing ongoing client services during the contract in the custody of the Contractor are owned by the Province,**

(b) **All child records.**

***Document Ownership***

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

(a) **Contractor Administrative Records**

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

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

6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.

6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.

6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.

6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.

6.8 The Contractor must keep all Documents segregated from other documents to the extent it is practical to do so, safeguard them and not permit their disposition or destruction without the prior written consent of the Province except as permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is

keeping any of the Documents. This section continues in force after the Agreement ends.

- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- (a) **Provincial documents in the Contractors custody to be retained in a format acceptable to the Ministry and for the term stated in the Ministry of Children and Family Development Operational Records Classification System (ORCS). Provincial documents are to be maintained and returned in the manner described in the in the Off- Site Storage and Transfer of Contractor Records (2003) provided to the Contractor for reference.**
- 6.10 If the Contractor's Documents includes any Child Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Child Records to the Province.

#### ***Information Systems***

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

### **PART VII: GENERAL**

#### ***Property***

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
- (a) **N/A**
- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this agreement is to be owned by the Contractor or Subcontractor as indicated:
- (a) **N/A**



### ***Building Code***

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

### ***Business Registration***

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

### ***Permits and Licenses***

- 7.5 The Contractor will obtain all the permits and licenses required to perform the Component Services, including:
- (a) Community Facilities Licensing
  - (b) Any permits or licenses required by municipal or health authorities for the operations of the Services delineated in Section 3.2
  - (c) Any municipal, provincial, federal permits and licenses to provide the Services, including motor vehicle licenses of the appropriate class to provide transportation to clients

### ***Insurance***

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

### ***Workers' Compensation Board (WCB)***

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

### ***Subcontractors***

- 7.8 The following persons or group of persons, are specified as Subcontractors under section 11.01 of the Agreement:
- (a) Anyone providing service under this CSS.

### ***Contact Information***

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

Address and fax number for notices to the Province:

Address: 1 7201 Vedder Road, Chilliwack, BC V2R 4G5  
Fax Number: (604) 824-5226

Address and fax number for notices to the Contractor:

Address: 2309 McCallum Road, Abbotsford, BC V2S 3N7  
Fax Number:

### ***Authorized Persons***

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

- (a) N/A
- (b) The Province will designate a social worker to supply on a regular basis such assistance and advice as may be requested by the Care Setting and at a level consistent with available staff time.
- (c) The social worker will perform the following functions:
  - (i) Assure there is comprehensive plan of care for each child placed in the Care Setting which is appropriate to the child's needs and to the standards and other conditions of care and nurturing provided for in Voluntary Care, Special Needs and Support Services agreements with the child's parent(s) and/or guardian where they exist;
  - (ii) Assess the progress of the contractor's performance of their duties and obligations under the comprehensive plan of care as established under 7.10(c)(i);
  - (iii) Involve the Contractor and the child's parent(s) and/or guardian in all planning decisions relating to the child;
  - (iv) Complement and encourage the child's relationship with the Contractor and the child's parent(s) and/or guardian;
  - (v) Where appropriate, be involved in contacts between the Contractor and the child's parent(s), child's extended family and/or guardian of the child;
  - (vi) Assist the Contractor in the appropriate use of community resources at the reasonable request of the Contractor; and
  - (vii) Where appropriate, assist the Contractor in contacts with the police and courts.

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

- (a) N/A

## ***Termination***

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

## **PART VIII: SERVICE SPECIFIC PROVISIONS**

### ***Criminal Records Check***

- 8.1 In accordance with the *Criminal Records Review Act*, the Contractor will undertake a criminal record check on each staff member or other person (such as a volunteer for the Contractor) who works with children or who has access to their records.
- 8.2 In addition to any criminal record checks required under the *Criminal Records Review Act*, the Province hereby requires and the Contractor agrees to carry out criminal records checks on:
- (b) **All paid staff, volunteers, students or other individuals who have, or potentially have, unsupervised access to the children or their records.**
- 8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:
- (a) criminal record checks have been initiated;
- (b) the Contractor has acted on instructions from the adjudicator or the Province; and
- (c) all other related procedures have been followed.

### ***Waivers Of Liability relating to Services to Children***

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

### ***Rights of Children in Care***

- 8.5 If the Contractor is providing Component Services to children in care under the *Child, Family and Community Service Act*, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:
- (a) be fed, clothed and nurtured according to community standards and to be given the same quality of care as other children in the placement;
- (b) be informed about their plan of care;
- (c) be consulted and to express their views, according to their abilities, about significant decisions affecting them;
- (d) reasonable privacy and to possession of their personal belongings;
- (e) be free from corporal punishment;
- (f) be informed of the standard of behavior expected by their caregivers and of the consequences of not meeting their caregivers' expectations;

- (g) receive medical and dental care when required;
- (h) participate in social and recreational activities if available and appropriate and according to their abilities and interests;
- (i) receive the religious instruction and to participate in the religious activities of their choice;
- (j) receive guidance and encouragement to maintain their cultural heritage;
- (k) be provided with an interpreter if language or disability is a barrier to consulting with them on decisions affecting their custody or care;
- (l) privacy during discussions with members of their families, subject to the *Child, Family and Community Service Act*, Section 70, Subsection (2);
- (m) privacy during discussions with a lawyer, the Child, Youth and Family Advocate, the Ombudsman, a member of the Legislative Assembly or a member of Parliament;
- (n) be informed about and to be assisted in contacting the Child, Youth and Family Advocate; and
- (o) be informed of their rights under this Act and the procedures available for enforcing their rights.

## **PART IX: CONFLICT RESOLUTION OFFICIALS**

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

	Province	Contractor
Stage One:	Team Leader	Tamara Smith
Stage Two:	Resource & Programs Manager	Tamara Smith
Stage Three:	Executive Director	Tamara Smith

The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an authorized representative of the Fraser Valley Aboriginal Children and Family Services Society on the \_\_\_\_\_ day of April, 2016.

SIGNED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the \_\_\_\_\_ day of April, 2016.

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Print Name: Diane McEachern  
Print Title: Resource & Programs Manager

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Print Name: Smith, Tamara Marie  
Print Title: Contractor

# ATTACHMENT 1

## Residential Child Care Resource - 82843;5

### Contractor Revenue and Expense Forecast

Contractor Name/Address: Smith, Tamara Marie 2309 McCallum Road, Abbotsford, BC V2S 3N7

Name of Program(s)/Service(s): Beryl Street

Reporting Period (from/to): April 1, 2016 : December 31, 2016

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

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

Comments regarding variances:

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

Signature	Date
Print Name	Print Title

**ATTACHMENT 2**  
**Residential Child Care Resource - 82843;5**

**Insurance Requirements**

***Insurance***

The Contractor will:

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

***Insurance and Indemnity***

- 2.01 In addition to the standard insurance required under this Component Schedule, the Contractor will provide the following insurance:
  - (a) The Contractor shall provide, maintain and pay for necessary and adequate third party liability vehicle insurance, as determined in consultation with their insurance agent or insurance broker.
  - (b) The Contractor shall maintain a minimum of \$1,000,000.00 automobile third party liability insurance on any vehicle used to transport children placed in the Care Setting.
  - (c) The Contractor shall be responsible for and pay any deductible under the GMIP.
- 2.02 The Province will take reasonable steps to ensure the coverage specified in Section 1.01 of this Attachment, is continuous for the Term of this Component Schedule but the Province does not accept responsibility for providing coverage in the event the insurance is cancelled or reduced by the insurer.
- 2.03 The Province does not represent or warrant that the policy GMIP contains insurance for any and all losses. It is the Contractor's responsibility to ascertain the exact nature and extent of coverage of the policy as well as any and all terms and conditions of the policy.
- 2.04 The Province will provide the Contractor with pertinent information regarding available insurance coverage for a child's willful acts resulting in damage or loss to the residence.

**Attachment 3**  
**Residential Child Care Resource - 82843;5**

**Obligations of the Director**

In addition to the Component Schedule and the Agreement, the Director covenants and agrees:

**Legal Responsibility**

1. To exercise responsibility:
  - (a) when the child is in the care of a Director by court action under the *Child Family and Community Service Act*, the *Family Relations Act* or the *Adoption Act*, as the guardian of the child, consistent with each child's legal status; or
  - (b) as it relates to the care of the child while in the Care Setting.
2. To ensure all statutory requirements of the *Child, Family and Community Service Act* are fulfilled and to take such steps as the Director or his/her representative considers necessary to ensure adherence to those statutory requirements.
3. To ensure any child placed with the Contractor is in the charge, care or custody of a Director; be a child taken to a safe place under Section 25(1)(a) of the *Child, Family and Community Service Act*; be a child placed under a Support Service Agreement, Voluntary Care Agreement or Special Needs Agreement.

**Planning for the Child**

1. To advise the Contractor as to who is the parent(s) and/or guardian of any client placed with the Contractor and, where a Support Service Agreement, Voluntary Care Agreement or Special Needs Agreement entered into pursuant to Section 5, 6, or 7 of the *Child, Family and Community Service Act* exists between a Director and the parent and/or guardian of a child so placed, provide the Contractor with a copy of the relevant agreement, subject to Part 5 of the Act.
2. To provide the Contractor with all relevant information pertinent for the care of the child, including, but not limited to, medical, educational and personal care information as well as guardianship, custody and access arrangements.
3. To notify the child's parent(s) and/or guardian of any action taken in the interest of the health and well-being of the child where the child's parent(s) and/or guardian could not be immediately contacted.
4. To make all decisions regarding placement of the child in the Care Setting after discussion and agreement with the Contractor.



Contract No. 82843;5

**Fraser Valley Aboriginal Child and Family Services  
CLIENT SERVICES AGREEMENT  
(Fixed Term)**

**THIS AGREEMENT** (the "Agreement") dated for reference the 7th day of April, 2016.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by **Fraser Valley Aboriginal Children and Family Services Society**

(the "Province")

**AND:**

**Smith, Tamara Marie**

(the "Contractor")

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**1.0 DEFINITIONS**

**1.01** In this Agreement:

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

including any modifications to it made by the parties in accordance with section

*Reprint/Re  
view*



15.02;

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

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

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

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

## **2.0 TERM**

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on October 1, 2015 and ends on March 31, 2016. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

## **3.0 SERVICES**

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

## **4.0 STANDARDS**

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

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

## **5.0 PAYMENT**

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

## **6.0 COMPONENT SCHEDULES**

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

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

## **7.0 REPORTS AND RECORDS**

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

## **8.0 OWNERSHIP**

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

This section continues in force after this Agreement ends.

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

## **9.0 AUDIT AND SERVICE EVALUATION**

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

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

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

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

## **10.0 INSURANCE AND INDEMNITY**

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

## **11.0 ASSIGNMENT AND SUBCONTRACTING**

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

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

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

## **12.0 ENDING OF AGREEMENT**

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

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

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

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

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



(c) this Agreement has ended under section 12.01.

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

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

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

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

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

12.09 On the ending of this Agreement the Contractor must,

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

(i) the Province's Documents, and

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

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

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

### **13.0 CONFLICT RESOLUTION**

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

13.02 The Province must:

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

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

#### **14.0 NOTICES**

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

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

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

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

#### **15.0 MISCELLANEOUS**

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

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

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

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

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

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

## **16.0 INTERPRETATION**

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

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

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

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

The parties have executed this Agreement as follows:

**SIGNED** on behalf of the  
Province by an authorized representative  
of the Fraser Valley Aboriginal Children and  
Family Services Society on the       day of  
April, 2016.

**SIGNED** by or on behalf of the  
Contractor (or by an authorized signatory  
Of the Contractor if a corporation) on the  
day of April , 2016.

---

Print Name: Diane McEachern  
Print Title: Resource & Programs  
Manager

---

Print Name: Smith, Tamara Marie  
Print Title: Contractor

**From:** Aujla, Inderjit ACFS:EX  
**Sent:** 1 Sep 2016 12:21:18 -0700  
**To:** Cumberland, Paul MCF:EX  
**Cc:** Ion, Tina E ACFS:EX  
**Subject:** Re: Contract 000083037 HG  
**Attachments:** 20160901111831033.pdf

Hi Paul,  
Please see attached.

Contract # 000083037 - Cancelled.  
PL00002955

s.22

House Name: The Landing Place  
Physical Address: 8751 Cornwall Street, Chilliwack BC, V2P 7A8

Thank you.

Inderjit Aujla

**COMPONENT SERVICES SCHEDULE**  
**Residential Child Care Resource**  
**(FUNDING PERIOD April 1, 2016 - December 31, 2016)**

**PART I: INTRODUCTION**

- 1.1 This Component Schedule forms part of the Client Services Agreement dated for reference the 7th day of April, 2016 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

**PART II: FUNDING PERIOD**

- 2.1 The Funding Period to which this Component Schedule applies starts on April 1, 2016 and ends on December 31, 2016 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

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

***Desired Outcomes***

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:

*(List desired outcomes)*

OUTCOME	INDICATORS	MEASURES
<b>Health and Mental Health</b>		
Active participation in own good health is increased	Follows through on any recommendations arising from medical assessments Taking medications as prescribed	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
Frequency and severity of incidents involving the misuse of substances is reduced	Decrease in the frequency of using drugs / alcohol or other substances Decrease in # of reportable incidents	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews

*Reprint/Re  
view*

Knowledge of safe and healthy sexual behaviour increases	Introduction to Youth clinics and services Accessing of Youth clinics and services Receives appropriate information based on age and developmental abilities Reduced incidences of risk taking behaviour	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
Ability to manage identified mental health concerns improves	Ability to accurately describe the nature of the diagnosis Decrease in the # of issues related to the condition Decrease in # of suicide attempts Decrease in antisocial activities ( contact with the law, street activities) Decrease in violent and physically aggressive behaviour Decrease in intentional self-harming behaviours Decrease in incidences of verbal abuse Decrease in incidences of intimidation of staff and peers Decrease in incidences that pose a danger to others Decrease in AWOLS Increase in socially appropriate behaviour at home and in the community Decrease in hospitalizations Decrease in incidences requiring police involvement Taking medications as prescribed Voluntarily accessing mental health services	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Social</b>		
Socially and age appropriate behaviours are increased	Demonstrates appropriate social boundaries Behaviours are within social norms	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Emotional and Behavioural</b>		
Emotional health is maintained or increases	Reduced incidences maladaptive behaviours ( eg fire setting, smearing, inappropriate language) Reduced incidences of damage to property, self and others Follows house rules and expectations	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Stabilization and Transition</b>		
Increase stability	Participation in normal daily home routines Decrease in AWOLS	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Social</b>		
Positive peer relationships are developed, maintained or improved	Increase in participation in appropriate social activities in the community Reduced incidences of damage to property, self and others Reduced incidences of victimization Demonstrates ability to resolve conflict through non-violent means Demonstrates appropriate personal boundaries Has at least one(1) consistent, positive friend Increased opportunities for peer relationships to develop	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews

Socially and age appropriate behaviours are increased	Demonstrates appropriate social boundaries Involvement in selection, care and maintenance of personal clothing as appropriate for age and ability Behaviours are within social norms	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
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The parties acknowledge that the Contractor does not warrant that the desired outcomes will be achieved.

### **Service Deliverables**

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

- (a) Residential and child care services (the "Component Services" or "Services") to one or more children who cannot remain in their own homes and cannot for the present adjust to a family care home, but who still have the ability - with supports - to function as members of the community, in accordance with the provisions of this Component Schedule including its Attachment 3.
- (b) The contractor will assume the responsibility for the care and nurturing of up to the specified number of children, each referred to as a "child", at any one time during the term of this Agreement, at the following care setting or care settings (the "Care Setting"), as follows:

Type of Component Services	Care Setting	No. of Children
Staffed/Specialized Child Care	46058 2nd Avenue Chilliwack, BC V2P 1S5	2

- (c) The contractor will reside in the Care Setting during the Term of this Component Schedule as agreed to below:

Care Setting	Contractor to reside?
46058 2nd Avenue Chilliwack, BC V2P 1S5	No

- (d) The child/children to be cared for in the Care Setting can be described as:

- (i) 2 Bed, Aged up to 18 years of age.
- (ii) Male or Female
- (iii) Presenting with Issues that limit their ability to be placed in a Foster home.
- (iv) Purpose is focussed on stabilization.
- (v) Duration of stay is short to medium

- (e) The Service to be provided to the child/children in the Care Setting is:

- (i) **Inputs: Facility**
  - 1. House located in Chilliwack, BC and is staffed 24/7.
- (ii) **Inputs: Staffing**

**(iii) 24/7 front line staff (usually 3 primary caregivers rotating, and additional relief staff as needed).**

**(iv) Activities**

- 1. Encourage and supervise required health care routines.**
- 2. Administer medications. Monitor and report side effects.**
- 3. Encourage participation in own health care.**
- 4. Encourage regular punctual attendance at school, day program/family visits/recreational activities.**
- 5. Facilitate to/from appointments/school/work/day program/family visits/ recreational activities as per plan of care.**
- 6. Encourage/facilitate contact with appropriate religious and/or cultural community members.**
- 7. Seek out recreational opportunities. Facilitate attendance. Engage in activity as required.**
- 8. Provide opportunities/activities that encourage positive peer interaction.**
- 9. Explore/Demonstrate and Encourage positive and healthy responses to frustration, intimidation, defensiveness, aggression or any other negative feelings.**
- 10. Promote/facilitate child/youth's involvement in personal care routines.**
- 11. Involve child/youth in life skill activities that include but are not limited to: shopping/budgeting/ meal preparation/ household chores/ use of public transportation.**
- 12. Acquaint children/youth with local community services. Assist in accessing services. Attend as required.**
- 13. Support/facilitate transition planning and child/youth's involvement. Accompany to pre-placement visits as required. Provide appropriate luggage if required. Assist in preparations for a move.**

**(v) Admission/Discharge Process**

- 1. Wherever possible, Guardianship and Resource Social Worker will provide contractor with a comprehensive referral package on youth prior to placement of youth.**

2. Where time does not permit for the sharing of written referral information FVACFSS will ensure that contractor is provided verbal information on any and all known behaviours which constitute safety risks for the youth, the contractor and/or the community.
3. A Guardianship Social Worker and the youth in care must be present at during the intake/admission of child/youth into the resource
4. The contractor will creatively strategize and persistently engage the youth to avoid placement breakdown.
5. The youth may be discharged from the contracted specialized resource in consultation with the Resource Social Worker or Resource Team Leader and the Guardianship Social Worker in the event that
  - (1) the youth is incarcerated,
  - (2) the youth is AWOL for more than 7 days,
  - (3) the contractor is unable to maintain the safety of the youth and/or the resource due to the youth's behaviour.
6. All discharge planning must be discussed with the Resource Social Worker liaison.

(vi) Reporting

1. Progress report will be submitted to Resource Liaison on a monthly basis in the content and format approved by FVACFSS.
2. The contractor is required to maintain a Daily Log.
3. Critical incidences must be reported to the Guardianship social worker or After Hours by telephone when they occur and received in writing by the Guardianship social worker and the Contract Liaison social worker the next business day.

(vii) Budget

BUDGET – Healing Grounds -Tamara Smith		
The Landing Place – Chilliwack		
	FIXED	VARIABLE
<b>WAGES &amp; BENEFITS</b>		
Residence Worker	6,200.00	
Senior Resident Worker	1,250.00	

<b>(Supervisor)</b>		
Residential Coordinator	1,250.00	
Team Leader (24 hr pager)	1,000.00	
Total Benefits	122.00	
	\$9,822.00 (Subtotal)	
<b><u>PROGRAM COSTS</u></b>		
Transportation	300.00	
Non prescription medication	40.00	
Food (staff)	200.00	
Household supplies	50.00	
Telephone/cell/pager (staff)	75.00	
Program supplies	30.00	
Training and Professional Devel.	100.00	
	\$795.00 (Subtotal)	
<b><u>FACILITY COST</u></b>		
Rent/Lease	1800.00	
Insurance (house and contents)	100.00	
Utilities (gas and hydro)	100.00	
House phone	50.00	
Cable	80.00	
Maintenance	50.00	
Replacement costs ( furniture and equipment)	100.00	
	\$2280.00 (Subtotal)	
<b><u>CLIENT MAINTENANCE COSTS</u></b>		
Activities		300.00
Food (youth)		300.00
Clothing		100.00
Bus Pass		40.00
Allowance, chore incentives		40.00
Gifts		40.00
School fees/supplies		40.00
Personal		80.00
		\$940.00 (Subtotal)
<b><u>Administration Fee</u></b>	\$1000.00	

<b>Total Program Costs</b>	<b>\$13,897.00</b>	<b>\$940.00</b>
<b>MONTHLY TOTAL (COMBINED)</b>		<b>\$14,837.00</b>

**(viii) Additional Provisions**

- 1. Approval of the contract liaison social worker is required prior to the provision of any services or purchases not included in the attached budget.**
- 2. Invoices for purchases must be supported by receipts and must be submitted no later than 30 days after the purchase.**
- 3. Invoices for services must be submitted on a monthly basis and must be supported by details of the services.**
- 4. Invoices submitted for services and purchases in the previous FVACFSS fiscal year will not be accepted past April 30th.**
- 5. In the event of cancellation of the Component Services Schedule, invoices will not be accepted after the cancellation date.**

**(f) In relation to the comprehensive plan of care, the Contractor agrees to:**

- (i) participate in the development of the comprehensive plan of care for each child placed in the Care Setting when requested by the Director.**
- (ii) assume responsibility for implementing those parts of the child's comprehensive plan of care related to the child's residential placement and to the child's safety and well-being in association with the residential placement.**
- (iii) measure achievement of goals related to the child's residential placement, as stated in each child's comprehensive plan of care.**

**(g) The Contractor agrees to perform for all children placed in the Care Setting the caring functions normally provided by a child's parent(s).**

**(h) The Contractor will assist the Director to meet the rights of children in care under the Child, Family and Community Service Act, Section 70.**

**(i) The Contractor agrees to cooperate with:**

- (i) any custody or access orders or agreements relating to the child.**
- (ii) the parent(s)/guardian of the child, when specified in the plan of care.**

**(j) The Contractor agrees to support and encourage the child's relationship with their parent(s), extended family and/or guardian, according to the plan of care for the child.**

- (k) The Contractor will notify the parent(s) and/or guardian, where the parent(s) and/or guardian can be notified, in the case of medical emergency or of any changes in the circumstance of the child including those matters so indicated in Agreements where they exist between the parent(s) or guardian and a Director.
- (l) The Contractor will provide the Director full information and particulars concerning a child upon request of a Director or his/her representative.
- (m) The Contractor will ensure all information, statements and documents submitted to the Director in connection with this Component Schedule are true and correct.
- (n) The Contractor will ensure any employee, sub-contractor or volunteer of the Contractor is suitably qualified to be entrusted with the care and protection of children.
- (o) The Contractor will consider all requests by the Director to place children in the care or charge of a Director into the Care Setting.
- (p) The Contractor will provide access to the child by:
  - (i) the social worker designated by a Director;
  - (ii) those persons authorized by a Director; and
  - (iii) those persons authorized access through a court order.
- (q) The Contractor will not permit the child to leave the Province of British Columbia without the written permission of the social worker designated by the Director.
- (r) Caregiver, as defined in Section 1 of the *Child, Family and Community Service Act*, may include the Contractor, a sub-contractor or a staff member of the Contractor. A Director must agree with the placement of a child with any Caregiver. The process for approval of caregivers used by the Contractor is as agreed below:
  - (i) **Standard G - Standards for Staffed Children's Residential Services (1998).**  
[http://www.mcf.gov.bc.ca/child\\_protection/pdf/standards\\_residential\\_services.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/standards_residential_services.pdf)
- (s) The Contractor will ensure that:
  - (i) all firearms and ammunition in the Care Setting are stored and locked separately from each other;
  - (ii) a smoke detector is located in the corridor of each sleeping area, and on each floor of the Care Setting;
  - (iii) proper medication storage and dispensing procedures are followed;
  - (iv) the child wears a seat belt or is placed in an approved seating and safety restraint while traveling in vehicles;
  - (v) adequate insurance coverage is maintained for any motor vehicles; and
  - (vi) any crib meets Federal Government safety standards.

- (t) The Contractor will provide a safe motor vehicle or otherwise provide for the safe transportation of any child placed with the Care Setting and comply with the provisions of the *Motor Vehicle Act* and related *Regulations*.
- (u) The Contractor will actively encourage community support and to maintain neighbourhood education and involvement, if the Care Setting is a group home or a staffed residential resource.
- (v) The performance of the contract during its term will be monitored by both parties in the manner agreed to below:
  - (i) **Caregiver Support Services Standard 21: Monitoring of and Liaison With Staffed Children's Residential Services provided to the Contractor;**
  - (ii) **Incident reports;**
  - (iii) **Monthly reporting;**
  - (iv) **Year end reports.**
- (w) Both parties agree to a dispute resolution process as outlined below, notwithstanding Section 13.01 of the Agreement.
  - (i) **Local process to be followed in resolving any disputes between the contractor and the Province in respect of the contract terms. Process provided to the contractor for reference.**
- (x) The definitions contained in Section 1 of the *Child, Family and Community Service Act* apply to and have the same meaning when used in this Component Schedule.
- (y) It is acknowledged for the purpose of this Component Schedule, the term "guardian" means the legal guardian of the child or children.
- (z) The Director will adhere to the provisions of the "Obligations of the Director", as outlined in Attachment 3 of this Component Schedule.
- (aa) The Contractor agrees to acknowledge the Ministry of Children and Family Development involvement and funding in all public communications including press releases, published reports, brochures, radio and television and public meetings.
- (bb) A Director may at any time, in his or her sole discretion, retake physical care and control of a child who is receiving services from the Contractor and revoke any guardianship authority specified or implied delegated by a Director to the Contractor.
- (cc) If in default of any of the Contractor's obligations under this Component Schedule, then:
  - (i) the Contractor will forthwith notify a Director of the nature and extent of the default;
  - (ii) a Director may, whether or not a notice has been received pursuant to Section 12.01 of the Agreement:

1. move the child to an alternate Care Setting, as specify in Section 12.06 of the Agreement;
  2. pursuant to Section 3.05 of the Agreement reduce the payments made as per this Component Schedule to reflect the reasonable costs of relocating the Child and providing alternative services; and
  3. pursuant to Sections 12.03(a) and 12.08 of the Agreement terminate this Component Schedule.
- 3.3 In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements specified under section 5.1 of this Component Schedule.

#### ***Policies and Standards***

- 3.4 The Contractor will, with respect to the service deliverables of the Component Services specified in section 3.2 of this Component Schedule, comply with the policies set out in the following:
- (a) **Standards for Staffed Children's Residential Services (1998).**  
[http://www.mcf.gov.bc.ca/child\\_protection/pdf/standards\\_residential\\_services.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/standards_residential_services.pdf)
- 3.5 The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:
- (a) Standards for Staffed Children's Residential Services.
  - (b) Standards for Foster Home, as required.
  - (c) **Applicable Caregiver Support Service Standards (2006).**
  - (d) **Child and Family Development Service Standards.**
  - (e) **Child and Family Development Service Standards - Children in Care Service Standards (2006).**  
[http://www.mcf.gov.bc.ca/child\\_protection/pdf/cfd\\_ss\\_may08.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/cfd_ss_may08.pdf)
  - (f) **Accreditation Standards, if applicable.**

#### ***Operational Principles***

- 3.6 The parties agree that the following operational principles apply to the provision of the Component Services:
- (a) children, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes



- their independence and self-determination within the limits of the available resources;
- (b) development of child comprehensive care plans will, as appropriate to the circumstances of the child, involve the child, whether individual or family and other persons or authorities involved in the child's care.

### ***Advocacy***

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

### ***Cultural Competency***

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

### ***Religious Belief or Religious Affiliation***

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

### ***Client Complaint Resolution***

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

## **PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS**

### ***Aggregate Maximum***

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$126,138.60 in the aggregate for providing the Component Services during the Funding Period.

### ***Payments***

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) The Contractor will receive the payments described below during the term of the Agreement Funding Period. Fixed monthly rates are payable in the current

month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.

- (b) For the following Component Services the fixed monthly rate and per diem rate shall be in accordance with current Province policy as communicated to the Contractor from time to time. It is understood that any subsequent changes in the Province fixed monthly and per diem policy applicable to this Component Schedule will result in an automatic adjustment to the aggregate amount of this Component Schedule from the date the change in policy takes effect. The Province will inform the Contractor of any changes in fixed rates by general notification. No modification of the Agreement or any Component Schedules to the Agreement is required in the event of a change in the fixed rate.

Component Services	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Not Applicable				

- (c) For the following Component Services the fixed monthly rate and the per diem rate shall remain as listed below for the term of the Funding Period.

Component Service	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Staffed/Specialized Child Care	2	\$12,979.40	\$518.00	\$126,138.60
Total:				\$126,138.60

- (d) The Contractor will receive payment based on the following rates upon submission of a monthly statement of accounts for actual usage. This payment is not included in the total contract aggregate as shown in Part IV Section 4.1.

Component Services	Capacity	Per Diem Monthly Rate Subject to usage and billing
Not Applicable		

Ministry of Children and Family Development Use Only				
Component Services	Resp. Center	Activity Number	STOB	Total Amount
Staffed/Specialized Child Care	IFD	XL418	A502	\$126,138.60

### ***Unearned Revenue***

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:

- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or
  - (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.
- 4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under the Agreement.
- 4.5 In accordance with section 15.04 of the Agreement, the Contractor will remit to the Province the following:

- (a) N/A

#### **PART V: STATEMENTS AND REPORTS**

- 5.1 The Contractor will submit Monthly to the Province reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Component Services. The required content of these reports may include, but is not limited to, the following information:
- (a) the quantity of services (by # of hours, # of sessions, bed days, etc.) and any variance from expected and contracted deliverables,
  - (b) a description of the children who used the services during the reporting period (by total number, by gender, by age and any other demographics relevant to the purposes and goals of the Component Services),
  - (c) To, in accordance with Sections 7.01, 7.02, 7.05 and 9.05 of the Agreement and 6.08 in this Component Schedule, establish and maintain records, including financial records, with respect to any child placed with the Contractor,
  - (d) **As specified in Section 3.2 (e) – Reporting.**
- 5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending N/A. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.
- 5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3<sup>rd</sup> quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

## PART VI: INFORMATION MANAGEMENT PLAN

### ***Definitions***

- 6.1 "Child Records" means, with respect to an identifiable individual, records containing Personal Information created or produced by the Contractor as a result of the provision to that individual of any of the Component Services under this Component Schedule, but does not include records of an individual's Personal Information received by the Contractor from the Province or
- (a) **Records created or collected while providing ongoing client services during the contract in the custody of the Contractor are owned by the Province,**
  - (b) **All child records.**

### ***Document Ownership***

- 6.2 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:
- (a) **Contractor Administrative Records**
- 6.3 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:
- (a) any Child Records excluded under section 6.1 of this Component Schedule
- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.
- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.
- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.
- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.

- 6.8 The Contractor must keep all Documents segregated from other documents to the extent it is practical to do so, safeguard them and not permit their disposition or destruction without the prior written consent of the Province except as permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after the Agreement ends.
- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- (a) **Provincial documents in the Contractors custody to be retained in a format acceptable to the Ministry and for the term stated in the Ministry of Children and Family Development Operational Records Classification System (ORCS). Provincial documents are to be maintained and returned in the manner described in the in the Off- Site Storage and Transfer of Contractor Records (2003) provided to the Contractor for reference.**
- 6.10 If the Contractor's Documents includes any Child Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Child Records to the Province.

#### ***Information Systems***

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

### **PART VII: GENERAL**

#### ***Property***

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

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

a) N/A

***Building Code***

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

***Business Registration***

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

***Permits and Licenses***

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

(a) Community Facilities Licensing

(b) Any permits or licenses required by municipal or health authorities for the operations of the Services delineated in Section 3.2

(c) Any municipal, provincial, federal permits and licenses to provide the Services, including motor vehicle licenses of the appropriate class to provide transportation to clients

***Insurance***

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

***Workers' Compensation Board (WCB)***

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

***Subcontractors***

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

(a) Anyone providing service under this CSS.

### **Contact Information**

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

Address and fax number for notices to the Province:

Address: 1 7201 Vedder Road, Chilliwack, BC V2R 4G5  
Fax Number: (604) 824-5226

Address and fax number for notices to the Contractor:

Address: 2309 McCallum Road, Abbotsford, BC V2S 3N7  
Fax Number:

### **Authorized Persons**

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

- (a) N/A
- (b) The Province will designate a social worker to supply on a regular basis such assistance and advice as may be requested by the Care Setting and at a level consistent with available staff time.
- (c) The social worker will perform the following functions:
  - (i) Assure there is comprehensive plan of care for each child placed in the Care Setting which is appropriate to the child's needs and to the standards and other conditions of care and nurturing provided for in Voluntary Care, Special Needs and Support Services agreements with the child's parent(s) and/or guardian where they exist;
  - (ii) Assess the progress of the contractor's performance of their duties and obligations under the comprehensive plan of care as established under 7.10(c)(i);
  - (iii) Involve the Contractor and the child's parent(s) and/or guardian in all planning decisions relating to the child;
  - (iv) Complement and encourage the child's relationship with the Contractor and the child's parent(s) and/or guardian;
  - (v) Where appropriate, be involved in contacts between the Contractor and the child's parent(s), child's extended family and/or guardian of the child;
  - (vi) Assist the Contractor in the appropriate use of community resources at the reasonable request of the Contractor; and
  - (vii) Where appropriate, assist the Contractor in contacts with the police and courts.

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

- (a) N/A

## ***Termination***

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

## **PART VIII: SERVICE SPECIFIC PROVISIONS**

### ***Criminal Records Check***

- 8.1 In accordance with the *Criminal Records Review Act*, the Contractor will undertake a criminal record check on each staff member or other person (such as a volunteer for the Contractor) who works with children or who has access to their records.
- 8.2 In addition to any criminal record checks required under the *Criminal Records Review Act*, the Province hereby requires and the Contractor agrees to carry out criminal records checks on:
- (a) **All paid staff, volunteers, students or other individuals who have, or potentially have, unsupervised access to the children or their records.**
- 8.3 The Contractor will provide to the Province, upon the Province's request, written confirmation that:
- (a) criminal record checks have been initiated;
  - (b) the Contractor has acted on instructions from the adjudicator or the Province; and
  - (c) all other related procedures have been followed.

### ***Waivers Of Liability relating to Services to Children***

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

### ***Rights of Children in Care***

- 8.5 If the Contractor is providing Component Services to children in care under the *Child, Family and Community Service Act*, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:
- (a) be fed, clothed and nurtured according to community standards and to be given the same quality of care as other children in the placement;
  - (b) be informed about their plan of care;
  - (c) be consulted and to express their views, according to their abilities, about significant decisions affecting them;
  - (d) reasonable privacy and to possession of their personal belongings;
  - (e) be free from corporal punishment;
  - (f) be informed of the standard of behavior expected by their caregivers and of the consequences of not meeting their caregivers' expectations;



- (g) receive medical and dental care when required;
- (h) participate in social and recreational activities if available and appropriate and according to their abilities and interests;
- (i) receive the religious instruction and to participate in the religious activities of their choice;
- (j) receive guidance and encouragement to maintain their cultural heritage;
- (k) be provided with an interpreter if language or disability is a barrier to consulting with them on decisions affecting their custody or care;
- (l) privacy during discussions with members of their families, subject to the *Child, Family and Community Service Act*, Section 70, Subsection (2);
- (m) privacy during discussions with a lawyer, the Child, Youth and Family Advocate, the Ombudsman, a member of the Legislative Assembly or a member of Parliament;
- (n) be informed about and to be assisted in contacting the Child, Youth and Family Advocate; and
- (o) be informed of their rights under this Act and the procedures available for enforcing their rights.

## PART IX: CONFLICT RESOLUTION OFFICIALS

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

	Province	Contractor
Stage One:	Team Leader	Tamara Smith
Stage Two:	Resource & Programs Manager	Tamara Smith
Stage Three:	Executive Director	Tamara Smith

The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an authorized representative of the Fraser Valley Aboriginal Children & Family Services Society on the \_\_\_\_\_ day of April, 2016.

SIGNED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the \_\_\_\_\_ day of April, 2016.

---

Print Name: Diane McEachern  
Print Title: Resource & Programs Manager

---

Print Name: Tamara Smith  
Print Title: Contractor

# ATTACHMENT 1

## Residential Child Care Resource - 83037;7

### Contractor Revenue and Expense Forecast

Contractor Name/Address: Smith, Tamara Marie 2309 McCallum Road, Abbotsford, BC V2S 3N7

Name of Program(s)/Service(s): The Landing Place

Reporting Period (from/to): April 1, 2016 : December 31, 2016

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

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

Comments regarding variances:

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

Signature _____	Date _____
Print Name _____	Print Title _____

**ATTACHMENT 2**  
**Residential Child Care Resource - 83037;7**

**Insurance Requirements**

***Insurance***

The Contractor will:

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

***Insurance and Indemnity***

- 2.01 In addition to the standard insurance required under this Component Schedule, the Contractor will provide the following insurance:
  - (a) The Contractor shall provide, maintain and pay for necessary and adequate third party liability vehicle insurance, as determined in consultation with their insurance agent or insurance broker.
  - (b) The Contractor shall maintain a minimum of \$1,000,000.00 automobile third party liability insurance on any vehicle used to transport children placed in the Care Setting.
  - (c) The Contractor shall be responsible for and pay any deductible under the GMIP.
- 2.02 The Province will take reasonable steps to ensure the coverage specified in Section 1.01 of this Attachment, is continuous for the Term of this Component Schedule but the Province does not accept responsibility for providing coverage in the event the insurance is cancelled or reduced by the insurer.
- 2.03 The Province does not represent or warrant that the policy GMIP contains insurance for any and all losses. It is the Contractor's responsibility to ascertain the exact nature and extent of coverage of the policy as well as any and all terms and conditions of the policy.
- 2.04 The Province will provide the Contractor with pertinent information regarding available insurance coverage for a child's willful acts resulting in damage or loss to the residence.

**Attachment 3**  
**Residential Child Care Resource - 83037;7**

**Obligations of the Director**

In addition to the Component Schedule and the Agreement, the Director covenants and agrees:

**Legal Responsibility**

1. To exercise responsibility:
  - (a) when the child is in the care of a Director by court action under the *Child Family and Community Service Act*, the *Family Relations Act* or the *Adoption Act*, as the guardian of the child, consistent with each child's legal status; or
  - (b) as it relates to the care of the child while in the Care Setting.
2. To ensure all statutory requirements of the *Child, Family and Community Service Act* are fulfilled and to take such steps as the Director or his/her representative considers necessary to ensure adherence to those statutory requirements.
3. To ensure any child placed with the Contractor is in the charge, care or custody of a Director; be a child taken to a safe place under Section 25(1)(a) of the *Child, Family and Community Service Act*; be a child placed under a Support Service Agreement, Voluntary Care Agreement or Special Needs Agreement.

**Planning for the Child**

1. To advise the Contractor as to who is the parent(s) and/or guardian of any client placed with the Contractor and, where a Support Service Agreement, Voluntary Care Agreement or Special Needs Agreement entered into pursuant to Section 5, 6, or 7 of the *Child, Family and Community Service Act* exists between a Director and the parent and/or guardian of a child so placed, provide the Contractor with a copy of the relevant agreement, subject to Part 5 of the Act.
2. To provide the Contractor with all relevant information pertinent for the care of the child, including, but not limited to, medical, educational and personal care information as well as guardianship, custody and access arrangements.
3. To notify the child's parent(s) and/or guardian of any action taken in the interest of the health and well-being of the child where the child's parent(s) and/or guardian could not be immediately contacted.
4. To make all decisions regarding placement of the child in the Care Setting after discussion and agreement with the Contractor.



Contract No. 83037;7

**Fraser Valley Aboriginal Child and Family Services  
CLIENT SERVICES AGREEMENT  
(Fixed Term)**

**THIS AGREEMENT** (the "Agreement") dated for reference the 7th day of April, 2016.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by **Fraser Valley Aboriginal Children & Family Services Society**

(the "Province")

**AND:**

**Smith, Tamara Marie**

(the "Contractor")

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**1.0 DEFINITIONS**

**1.01 In this Agreement:**

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

including any modifications to it made by the parties in accordance with section

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view*

15.02;

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

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

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

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

## **2.0 TERM**

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on October 1, 2015 and ends on March 31, 2016. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

## **3.0 SERVICES**

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

## **4.0 STANDARDS**

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



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

## **5.0 PAYMENT**

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

## **6.0 COMPONENT SCHEDULES**

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

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

## **7.0 REPORTS AND RECORDS**

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

## **8.0 OWNERSHIP**

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

This section continues in force after this Agreement ends.

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

## **9.0 AUDIT AND SERVICE EVALUATION**

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

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

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

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

## **10.0 INSURANCE AND INDEMNITY**

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

## **11.0 ASSIGNMENT AND SUBCONTRACTING**

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

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

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

## **12.0 ENDING OF AGREEMENT**

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

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

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

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

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

(c) this Agreement has ended under section 12.01.

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

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

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

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

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

12.09 On the ending of this Agreement the Contractor must,

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

(i) the Province's Documents, and

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

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

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

### 13.0 CONFLICT RESOLUTION

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

13.02 The Province must:

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

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

## **14.0 NOTICES**

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

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

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

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

## **15.0 MISCELLANEOUS**

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

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

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

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

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

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

## **16.0 INTERPRETATION**

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



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

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

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

The parties have executed this Agreement as follows:

**SIGNED** on behalf of the  
Province by an authorized representative  
of the Fraser Valley Aboriginal Children &  
Family Services Society on the \_\_\_\_\_ day of  
April, 2016.

**SIGNED** by or on behalf of the  
Contractor (or by an authorized signatory  
Of the Contractor if a corporation) on the  
\_\_\_\_\_ day of April, 2016.

---

Print Name: Diane McEachern  
Print Title: Resource & Programs Manager

---

Print Name: Tamara Smith  
Print Title: Contractor

**From:** Aujla, Inderjit ACFS:EX  
**Sent:** 1 Sep 2016 12:02:36 -0700  
**To:** Cumberland, Paul MCF:EX  
**Cc:** Ion, Tina E ACFS:EX  
**Subject:** Re: Contract 000085486 HG  
**Attachments:** 20160901111144056.pdf, 20160901111228887.pdf

Hi Paul,  
Please see attached.

Contract # 000085486

PL00002773

s.22

House Name: Raven Hill  
Physical Address: 33316 11th Ave Mission BC V2V 5T6

Thank you.  
Inderjit

-----Original Message-----

From: scans@FVACFSS.ca [<mailto:scans@FVACFSS.ca>]  
Sent: Thursday, September 1, 2016 8:12 AM  
To: Aujla, Inderjit ACFS:EX  
Subject:

This E-mail was sent from "RNPF68206" (Aficio MP C5000).

Scan Date: 09.01.2016 11:11:43 (-0400)  
Queries to: scans@FVACFSS.ca

**COMPONENT SERVICES SCHEDULE**  
**Residential Child Care Resource**  
**(FUNDING PERIOD January 1, 2016 - December 31, 2016)**

**PART I: INTRODUCTION**

- 1.1 This Component Schedule forms part of the Client Services Agreement dated for reference the 30th day of December, 2015 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

**PART II: FUNDING PERIOD**

- 2.1 The Funding Period to which this Component Schedule applies starts on January 1, 2016 and ends on December 31, 2016 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

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

***Desired Outcomes***

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:

*Reprint/Re  
view*

OUTCOME	INDICATORS	MEASURES
<b>Health and Mental Health</b>		
Active participation in own good health is increased	Follows through on any recommendations arising from medical assessments Taking medications as prescribed	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
Frequency and severity of incidents involving the misuse of substances is reduced	Decrease in the frequency of using drugs / alcohol or other substances Decrease in # of reportable incidents	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
Knowledge of safe and healthy sexual behaviour increases	Introduction to Youth clinics and services Accessing of Youth clinics and services Receives appropriate information based on age and developmental abilities Reduced incidences of risk taking behaviour	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
Ability to manage identified mental health concerns improves	Ability to accurately describe the nature of the diagnosis Decrease in the # of issues related to the condition Decrease in # of suicide attempts Decrease in antisocial activities ( contact with the law, street activities) Decrease in violent and physically aggressive behaviour Decrease in intentional self-harming behaviours Decrease in incidences of verbal abuse Decrease in incidences of intimidation of staff and peers Decrease in incidences that pose a danger to others Decrease in AWOLS Increase in socially appropriate behaviour at home and in the community Decrease in hospitalizations Decrease in incidences requiring police involvement Taking medications as prescribed Voluntarily accessing mental health services	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Social</b>		
Socially and age appropriate behaviours are increased	Demonstrates appropriate social boundaries Behaviours are within social norms	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Emotional and Behavioural</b>		
Emotional health is maintained or increases	Reduced incidences maladaptive behaviours ( eg fire setting, smearing, inappropriate language) Reduced incidences of damage to property, self and others Follows house rules and expectations	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Stabilization and Transition</b>		
Increase stability	Participation in normal daily home routines Decrease in AWOLS	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
<b>Social</b>		

Positive peer relationships are developed, maintained or improved	Increase in participation in appropriate social activities in the community Reduced incidences of damage to property, self and others Reduced incidences of victimization Demonstrates ability to resolve conflict through non-violent means Demonstrates appropriate personal boundaries Has at least one(1) consistent, positive friend Increased opportunities for peer relationships to develop	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
Socially and age appropriate behaviours are increased	Demonstrates appropriate social boundaries Involvement in selection, care and maintenance of personal clothing as appropriate for age and ability Behaviours are within social norms	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews

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

### **Service Deliverables**

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

- (a) Residential and child care services (the "Component Services" or "Services") to one or more children who cannot remain in their own homes and cannot for the present adjust to a family care home, but who still have the ability - with supports - to function as members of the community, in accordance with the provisions of in this Component Schedule including its Attachment 3.
- (b) The contractor will assume the responsibility for the care and nurturing of up to the specified number of children, each referred to as a "child", at any one time during the term of this Agreement, at the following care setting or care settings (the "Care Setting"), as follows:

Type of Component Services	Care Setting	No. of Children
Staffed/Specialized Child Care	33316 11th Avenue Mission, BC V2V 5T6	1

- (c) The contractor will reside in the Care Setting during the Term of this Component Schedule as agreed to below:

Care Setting	Contractor to reside?
33316 11th Avenue Mission, BC V2V 5T6	No

- (d) The child/children to be cared for in the Care Setting can be described as:

- I. 1 bed, aged 9 to 19 years of age
- II. Female

- III. **Presenting with behaviors and / or mental health concerns that result in maladaptive conduct**
- IV. **Purpose is focused on stabilizing the youth so they can reside in a Family Care Home or return to their family of origin.**

(e) **The Service to be provided to the child/children in the Care Setting is:**

- I. **24 hours, 7 days a week care and supervision. Services to be provided in Mission, BC.**
- II. **Staffing: One 24/hour caregiver, 7 days per week. Staffing to include:**
  - a. **1 senior residence worker (supervisor)**
  - b. **One residence coordinator**
  - c. **One team leader**

**(iii) Activities:**

- 1. **Encourage and supervise required health care routines.**
- 2. **Administer medications. Monitor and report side effects.**
- 3. **Encourage participation in own health care.**
- 4. **Encourage regular punctual attendance at school, day program/family visits/recreational activities.**
- 5. **Facilitate to/from appointments/school/work/day program/family visits/ recreational activities as per plan of care.**
- 6. **Encourage/facilitate contact with appropriate religious and/or cultural community members.**
- 7. **Seek out recreational opportunities. Facilitate attendance. Engage in activity as required.**
- 8. **Provide opportunities/activities that encourage positive peer interaction.**
- 9. **Explore/Demonstrate and Encourage positive and healthy responses to frustration, intimidation, defensiveness, aggression or any other negative feelings.**
- 10. **Promote/facilitate child/youth's involvement in personal care routines.**
- 11. **Involve child/youth in life skill activities that include but are not limited to: shopping/budgeting/ meal preparation/ household chores/ use of public transportation.**

12. **Acquaint children/youth with local community services. Assist in accessing services. Attend as required.**
13. **Support/facilitate transition planning and child/youth's involvement. Accompany to pre-placement visits as required. Provide appropriate luggage if required. Assist in preparations for a move.**

**(i) Admission/Discharge Process**

1. **Wherever possible, Guardianship and Resource Social Worker will provide contractor with a comprehensive referral package on youth prior to placement of youth.**
2. **Where time does not permit for the sharing of written referral information FVACFSS will ensure that contractor is provided verbal information on any and all known behaviours which constitute safety risks for the youth, the contractor and/or the community.**
3. **A Guardianship Social Worker and the youth in care must be present at during the intake/admission of child/youth into the resource**
4. **The contractor will creatively strategize and persistently engage the youth to avoid placement breakdown.**
5. **The youth may be discharged from the contracted specialized resource in consultation with the Resource Social Worker or Resource Team Leader and the Guardianship Social Worker in the event that**
  - (1) **the youth is incarcerated,**
  - (2) **the youth is AWOL for more than 7 days,**
  - (3) **the contractor is unable to maintain the safety of the youth and/or the resource due to the youth's behaviour.**
6. **All discharge planning must be discussed with the Resource Social Worker liaison.**

**(ii) Reporting**

1. **Progress report will be submitted to Resource Liaison on a monthly basis in the content and format approved by FVACFSS.**
2. **The contractor is required to maintain a Daily Log.**

3. Critical incidences must be reported to the Guardianship social worker or After Hours by telephone when they occur and received in writing by the Guardianship social worker and the Contract Liaison social worker the next business day.

(iii) Budget

<b>BUDGET – Healing Grounds -Tamara Smith</b>		
<b>Raven Hill: One bed female</b>		
	<b>FIXED</b>	<b>VARIABLE</b>
<b>WAGES &amp; BENEFITS</b>		
Residence Worker	6,200.00	
Senior Resident Worker (Supervisor)	1,250.00	
Residential Coordinator	1,250.00	
Team Leader (24 hr pager)	1,000.00	
Total Benefits	122.00	
	9,822.00 (SUBTOTAL)	
<b>PROGRAM COSTS</b>		
Transportation	300.00	
Non prescription medication	40.00	
Food (staff)	200.00	
Houshold supplies	50.00	
Telephone/cell/pager (staff)	75.00	
Program supplies	30.00	
Training and Professional Devel.	100.00	
	795.00 (Subtotal)	
<b>FACILITY COST</b>		
Rent/Lease	1800.00	
Insurance (house and contents)	100.00	
Utilities (gas and hydro)	100.00	
House phone	50.00	
Cable	80.00	
Maintenance	50.00	
Replacement costs ( furniture and equipment)	100.00	
	2280.00 (Subtotal)	
<b>CLIENT MAINTENANCE COSTS</b>		



<b>Activities</b>		200.00
<b>Food (youth)</b>		250.00
<b>Clothing</b>		70.00
<b>Bus Pass</b>		40.00
<b>Allowance, chore incentives</b>		40.00
<b>Gifts</b>		40.00
<b>School fees/supplies</b>		30.00
<b>Personal</b>		80.00
		750.00 (SUBTOTAL)
<b>Administration Fee</b>	1000.00	
<b>Total Program Costs</b>	<b>\$13,897.00</b>	<b>\$750.00</b>
<b>MONTHLY TOTAL (COMBINED)</b>		<b>\$14,647.00</b>

(iv) **Additional Provisions**

1. **Approval of the contract liaison social worker is required prior to the provision of any services or purchases not included in the attached budget.**
2. **Invoices for purchases must be supported by receipts and must be submitted no later than 30 days after the purchase.**
3. **Invoices for services must be submitted on a monthly basis and must be supported by details of the services.**
4. **Invoices submitted for services and purchases in the previous FVACFSS fiscal year will not be accepted past April 30th.**
5. **In the event of cancellation of the Component Services Schedule, invoices will not be accepted after the cancellation date.**

(f) In relation to the comprehensive plan of care, the Contractor agrees to:

- (i) participate in the development of the comprehensive plan of care for each child placed in the Care Setting when requested by the Director.

- (ii) assume responsibility for implementing those parts of the child's comprehensive plan of care related to the child's residential placement and to the child's safety and well-being in association with the residential placement.
  - (iii) measure achievement of goals related to the child's residential placement, as stated in each child's comprehensive plan of care.
- (g) The Contractor agrees to perform for all children placed in the Care Setting the caring functions normally provided by a child's parent(s).
- (h) The Contractor will assist the Director to meet the rights of children in care under the *Child, Family and Community Service Act*, Section 70.
- (i) The Contractor agrees to cooperate with:
  - (i) any custody or access orders or agreements relating to the child.
  - (ii) the parent(s)/guardian of the child, when specified in the plan of care.
- (j) The Contractor agrees to support and encourage the child's relationship with their parent(s), extended family and/or guardian, according to the plan of care for the child.
- (k) The Contractor will notify the parent(s) and/or guardian, where the parent(s) and/or guardian can be notified, in the case of medical emergency or of any changes in the circumstance of the child including those matters so indicated in Agreements where they exist between the parent(s) or guardian and a Director.
- (l) The Contractor will provide the Director full information and particulars concerning a child upon request of a Director or his/her representative.
- (m) The Contractor will ensure all information, statements and documents submitted to the Director in connection with this Component Schedule are true and correct.
- (n) The Contractor will ensure any employee, sub-contractor or volunteer of the Contractor is suitably qualified to be entrusted with the care and protection of children.
- (o) The Contractor will consider all requests by the Director to place children in the care or charge of a Director into the Care Setting.
- (p) The Contractor will provide access to the child by:
  - (i) the social worker designated by a Director;
  - (ii) those persons authorized by a Director; and
  - (iii) those persons authorized access through a court order.
- (q) The Contractor will not permit the child to leave the Province of British Columbia without the written permission of the social worker designated by the Director.
- (r) Caregiver, as defined in Section 1 of the *Child, Family and Community Service Act*, may include the Contractor, a sub-contractor or a staff member of the Contractor. A Director must agree with the placement of a child with any

Caregiver. The process for approval of caregivers used by the Contractor is as agreed below:

**I. Standard G - Standards for Staffed Children's Residential Services (1998).**

**[http://www.mcf.gov.bc.ca/child\\_protection/pdf/standards\\_residential\\_services.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/standards_residential_services.pdf)**

- (s) The Contractor will ensure that:
  - (i) all firearms and ammunition in the Care Setting are stored and locked separately from each other;
  - (ii) a smoke detector is located in the corridor of each sleeping area, and on each floor of the Care Setting;
  - (iii) proper medication storage and dispensing procedures are followed;
  - (iv) the child wears a seat belt or is placed in an approved seating and safety restraint while traveling in vehicles;
  - (v) adequate insurance coverage is maintained for any motor vehicles; and
  - (vi) any crib meets Federal Government safety standards.
- (t) The Contractor will provide a safe motor vehicle or otherwise provide for the safe transportation of any child placed with the Care Setting and comply with the provisions of the *Motor Vehicle Act* and related *Regulations*.
- (u) The Contractor will actively encourage community support and to maintain neighbourhood education and involvement, if the Care Setting is a group home or a staffed residential resource.
- (v) The performance of the contract during its term will be monitored by both parties in the manner agreed to below:
  - I. Caregiver Support Services Standard 21: Monitoring of and Liaison With Staffed Children's Residential Services provided to the Contractor;**
  - II. Incident reports;**
  - III. Monthly reporting;**
  - IV. Year end reports.**
- (w) Both parties agree to a dispute resolution process as outlined below, notwithstanding Section 13.01 of the Agreement.
  - I. Local process to be followed in resolving any disputes between the contractor and the Province in respect of the contract terms. Process provided to the contractor for reference.**
- (x) The definitions contained in Section 1 of the *Child, Family and Community Service Act* apply to and have the same meaning when used in this Component Schedule.
- (y) It is acknowledged for the purpose of this Component Schedule, the term "guardian" means the legal guardian of the child or children.

- (z) The Director will adhere to the provisions of the "Obligations of the Director", as outlined in Attachment 3 of this Component Schedule.
  - (aa) The Contractor agrees to acknowledge the Ministry of Children and Family Development involvement and funding in all public communications including press releases, published reports, brochures, radio and television and public meetings.
  - (bb) A Director may at any time, in his or her sole discretion, retake physical care and control of a child who is receiving services from the Contractor and revoke any guardianship authority specified or implied delegated by a Director to the Contractor.
  - (cc) If in default of any of the Contractor's obligations under this Component Schedule, then:
    - (i) the Contractor will forthwith notify a Director of the nature and extent of the default;
    - (ii) a Director may, whether or not a notice has been received pursuant to Section 12.01 of the Agreement:
      1. move the child to an alternate Care Setting, as specify in Section 12.06 of the Agreement;
      2. pursuant to Section 3.05 of the Agreement reduce the payments made as per this Component Schedule to reflect the reasonable costs of relocating the Child and providing alternative services; and
      3. pursuant to Sections 12.03(a) and 12.08 of the Agreement terminate this Component Schedule.
- 3.3 In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements specified under section 5.1 of this Component Schedule.

#### ***Policies and Standards***

- 3.4 The Contractor will, with respect to the service deliverables of the Component Services specified in section 3.2 of this Component Schedule, comply with the policies set out in the following:
- (a) **Standards for Staffed Children's Residential Services (1998).**  
[http://www.mcf.gov.bc.ca/child\\_protection/pdf/standards\\_residential\\_services.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/standards_residential_services.pdf)
- 3.5 The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:
- (a) Standards for Staffed Children's Residential Services.
  - (b) Standards for Foster Home, as required.

- (c) **Applicable Caregiver Support Service Standards (2006). Child and Family Development Service Standards**
- (d) **Child and Family Development Service Standards - Children in Care Service Standards (2006).**  
[http://www.mcf.gov.bc.ca/child\\_protection/pdf/cfd\\_ss\\_may08.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/cfd_ss_may08.pdf)
- (e) Accreditation Standards if applicable

### ***Operational Principles***

- 3.6 The parties agree that the following operational principles apply to the provision of the Component Services:
- (a) children, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;
  - (b) development of child comprehensive care plans will, as appropriate to the circumstances of the child, involve the child, whether individual or family and other persons or authorities involved in the child's care.

### ***Advocacy***

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

### ***Cultural Competency***

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

### ***Religious Belief or Religious Affiliation***

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

### ***Client Complaint Resolution***

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

#### PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS

##### ***Aggregate Maximum***

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$175,764.00 in the aggregate for providing the Component Services during the Funding Period.

##### ***Payments***

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) The Contractor will receive the payments described below during the term of the Agreement Funding Period. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.
  - (b) For the following Component Services the fixed monthly rate and per diem rate shall be in accordance with current Province policy as communicated to the Contractor from time to time. It is understood that any subsequent changes in the Province fixed monthly and per diem policy applicable to this Component Schedule will result in an automatic adjustment to the aggregate amount of this Component Schedule from the date the change in policy takes effect. The Province will inform the Contractor of any changes in fixed rates by general notification. No modification of the Agreement or any Component Schedules to the Agreement is required in the event of a change in the fixed rate.

Component Services	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Not Applicable				

- (c) For the following Component Services the fixed monthly rate and the per diem rate shall remain as listed below for the term of the Funding Period.

Component Service	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Staffed/Specialized Child Care	1	\$13,897.00	\$750.00	\$175,764.00
Total:				\$175,764.00

- (d) The Contractor will receive payment based on the following rates upon submission of a monthly statement of accounts for actual usage. This payment is not included in the total contract aggregate as shown in Part IV Section 4.1.

Component Services	Capacity	Per Diem Monthly Rate Subject to usage and billing
Not Applicable		

Ministry of Children and Family Development Use Only				
Component Services	Resp. Center	Activity Number	STOB	Total Amount
Staffed/Specialized Child Care	IFD	XL418	A502	\$175,764.00

### **Unearned Revenue**

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

## **PART V: STATEMENTS AND REPORTS**

- 5.1 The Contractor will submit Monthly to the Province reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Component Services. The required content of these reports may include, but is not limited to, the following information:
- (a) the quantity of services (by # of hours, # of sessions, bed days, etc.) and any variance from expected and contracted deliverables,
  - (b) a description of the children who used the services during the reporting period (by total number, by gender, by age and any other demographics relevant to the purposes and goals of the Component Services),
  - (c) To, in accordance with Sections 7.01, 7.02, 7.05 and 9.05 of the Agreement and 6.08 in this Component Schedule, establish and maintain records, including financial records, with respect to any child placed with the Contractor,

### **(d) As specified in Section 3.2 (e) – Reporting**

- 5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending . For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.
- 5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3<sup>rd</sup> quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

## **PART VI: INFORMATION MANAGEMENT PLAN**

### ***Definitions***

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

**(a) Records created or collected while providing ongoing client services during the contract in the custody of the Contractor are owned by the Province**

**(b) All child records**

### ***Document Ownership***

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

**(a) Contractor Administrative Records**

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

**(a) any Child Records excluded under section 6.1 of this Component Schedule**

- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.

- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.



- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.
- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.
- 6.8 The Contractor must keep all Documents segregated from other documents to the extent it is practical to do so, safeguard them and not permit their disposition or destruction without the prior written consent of the Province except as permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after the Agreement ends.
- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- (a) Provincial documents in the Contractors custody to be retained in a format acceptable to FVACFSS and for the term stated in the Ministry of Children and Family Development Operational Records Classification System (ORCS). Provincial documents are to be maintained and returned in the manner described in the in the Off- Site Storage and Transfer of Contractor Records (2003) provided to the Contractor for reference.**
- 6.10 If the Contractor's Documents includes any Child Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Child Records to the Province.

### ***Information Systems***

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

## **PART VII: GENERAL**

### ***Property***

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
- (a) Any start up items purchased by the Director will returned to the director at the request of the director, if the place of service is closed.
- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this agreement is to be owned by the Contractor or Subcontractor as indicated:
- (a) N/A

### ***Building Code***

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

### ***Business Registration***

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

### ***Permits and Licenses***

- 7.5 The Contractor will obtain all the permits and licenses required to perform the Component Services, including:
- (a) Community Facilities Licensing
- (b) Any permits or licenses required by municipal or health authorities for the operations of the Services delineated in Section 3.2
- (c) Any municipal, provincial, federal permits and licenses to provide the Services including motor vehicle licenses of the appropriate class to provide transportation to clients

### ***Insurance***

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

### ***Workers' Compensation Board (WCB)***

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

***Subcontractors***

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

**(a) Anyone providing service under this CSS.**

***Contact Information***

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

Address and fax number for notices to the Province:

Address: #1-7201 Vedder Road, Chilliwack, BC V2R 4G5  
Fax Number: (604) 855-3329

Address and fax number for notices to the Contractor:

Address: 178 4-32465 South Fraser Way, Abbotsford, BC V2T 0C7  
Fax Number:

***Authorized Persons***

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

**(a) Not Applicable**

(b) The Province will designate a social worker to supply on a regular basis such assistance and advice as may be requested by the Care Setting and at a level consistent with available staff time.

(c) The social worker will perform the following functions:

- (i) Assure there is comprehensive plan of care for each child placed in the Care Setting which is appropriate to the child's needs and to the standards and other conditions of care and nurturing provided for in Voluntary Care, Special Needs and Support Services agreements with the child's parent(s) and/or guardian where they exist;
- (ii) Assess the progress of the contractor's performance of their duties and obligations under the comprehensive plan of care as established under 7.10(c)(i);
- (iii) Involve the Contractor and the child's parent(s) and/or guardian in all planning decisions relating to the child;

- (iv) Complement and encourage the child's relationship with the Contractor and the child's parent(s) and/or guardian;
- (v) Where appropriate, be involved in contacts between the Contractor and the child's parent(s), child's extended family and/or guardian of the child;
- (vi) Assist the Contractor in the appropriate use of community resources at the reasonable request of the Contractor; and
- (vii) Where appropriate, assist the Contractor in contacts with the police and courts.

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

**(a) Not Applicable**

### ***Termination***

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

## **PART VIII: SERVICE SPECIFIC PROVISIONS**

### ***Criminal Records Check***

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

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

**(a) Volunteers, students or other individuals who have, or potentially have unsupervised access to children or their records**

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

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

### ***Waivers Of Liability relating to Services to Children***

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

### ***Rights of Children in Care***

- 8.5 If the Contractor is providing Component Services to children in care under the *Child, Family and Community Service Act*, the Contractor will provide the Component Services in a manner consistent with the rights of children recognized under that Act to:
- (a) be fed, clothed and nurtured according to community standards and to be given the same quality of care as other children in the placement;
  - (b) be informed about their plan of care;
  - (c) be consulted and to express their views, according to their abilities, about significant decisions affecting them;
  - (d) reasonable privacy and to possession of their personal belongings;
  - (e) be free from corporal punishment;
  - (f) be informed of the standard of behavior expected by their caregivers and of the consequences of not meeting their caregivers' expectations;
  - (g) receive medical and dental care when required;
  - (h) participate in social and recreational activities if available and appropriate and according to their abilities and interests;
  - (i) receive the religious instruction and to participate in the religious activities of their choice;
  - (j) receive guidance and encouragement to maintain their cultural heritage;
  - (k) be provided with an interpreter if language or disability is a barrier to consulting with them on decisions affecting their custody or care;
  - (l) privacy during discussions with members of their families, subject to the *Child, Family and Community Service Act*, Section 70, Subsection (2);
  - (m) privacy during discussions with a lawyer, the Child, Youth and Family Advocate, the Ombudsman, a member of the Legislative Assembly or a member of Parliament;
  - (n) be informed about and to be assisted in contacting the Child, Youth and Family Advocate; and
  - (o) be informed of their rights under this Act and the procedures available for enforcing their rights.

## PART IX: CONFLICT RESOLUTION OFFICIALS

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

	Province	Contractor
Stage One:	Collaborative Practice Team Leader	Tamara Smith
Stage Two:	Regional Manager	Tamara Smith
Stage Three:	Director of Programs	Tamara Smith

The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an authorized representative of the Fraser Valley Aboriginal Children and Family Services Society on the \_\_\_\_\_ day of December, 2015.

SIGNED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the \_\_\_\_\_ day of December, 2015.

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Print Name: Diane McEachern  
Print Title: Resource & Programs Manager

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Print Name: Tamara Smith  
Print Title: Contractor

# ATTACHMENT 1

## Residential Child Care Resource - 85486;4

### Contractor Revenue and Expense Forecast

Contractor Name/Address: Smith, Tamara Marie 178 4-32465 South Fraser Way, Abbotsford, BC V2T 0C7

Name of Program(s)/Service(s): Raven Hill

Reporting Period (from/to): January 1, 2016 : December 31, 2016

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

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

Comments regarding variances:

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

Signature _____	Date _____
Print Name _____	Print Title _____

**ATTACHMENT 2**  
**Residential Child Care Resource - 85486;4**

**Insurance Requirements**

***Insurance***

The Contractor will:

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

***Insurance and Indemnity***

- 2.01 In addition to the standard insurance required under this Component Schedule, the Contractor will provide the following insurance:
  - (a) The Contractor shall provide, maintain and pay for necessary and adequate third party liability vehicle insurance, as determined in consultation with their insurance agent or insurance broker.
  - (b) The Contractor shall maintain a minimum of \$1,000,000.00 automobile third party liability insurance on any vehicle used to transport children placed in the Care Setting.
  - (c) The Contractor shall be responsible for and pay any deductible under the GMIP.
- 2.02 The Province will take reasonable steps to ensure the coverage specified in Section 1.01 of this Attachment, is continuous for the Term of this Component Schedule but the Province does not accept responsibility for providing coverage in the event the insurance is cancelled or reduced by the insurer.
- 2.03 The Province does not represent or warrant that the policy GMIP contains insurance for any and all losses. It is the Contractor's responsibility to ascertain the exact nature and extent of coverage of the policy as well as any and all terms and conditions of the policy.
- 2.04 The Province will provide the Contractor with pertinent information regarding available insurance coverage for a child's willful acts resulting in damage or loss to the residence.



**Attachment 3**  
**Residential Child Care Resource - 85486;4**

**Obligations of the Director**

In addition to the Component Schedule and the Agreement, the Director covenants and agrees:

**Legal Responsibility**

1. To exercise responsibility:
  - (a) when the child is in the care of a Director by court action under the *Child Family and Community Service Act*, the *Family Relations Act* or the *Adoption Act*, as the guardian of the child, consistent with each child's legal status; or
  - (b) as it relates to the care of the child while in the Care Setting.
2. To ensure all statutory requirements of the *Child, Family and Community Service Act* are fulfilled and to take such steps as the Director or his/her representative considers necessary to ensure adherence to those statutory requirements.
3. To ensure any child placed with the Contractor is in the charge, care or custody of a Director; be a child taken to a safe place under Section 25(1)(a) of the *Child, Family and Community Service Act*; be a child placed under a Support Service Agreement, Voluntary Care Agreement or Special Needs Agreement.

**Planning for the Child**

1. To advise the Contractor as to who is the parent(s) and/or guardian of any client placed with the Contractor and, where a Support Service Agreement, Voluntary Care Agreement or Special Needs Agreement entered into pursuant to Section 5, 6, or 7 of the *Child, Family and Community Service Act* exists between a Director and the parent and/or guardian of a child so placed, provide the Contractor with a copy of the relevant agreement, subject to Part 5 of the Act.
2. To provide the Contractor with all relevant information pertinent for the care of the child, including, but not limited to, medical, educational and personal care information as well as guardianship, custody and access arrangements.
3. To notify the child's parent(s) and/or guardian of any action taken in the interest of the health and well-being of the child where the child's parent(s) and/or guardian could not be immediately contacted.
4. To make all decisions regarding placement of the child in the Care Setting after discussion and agreement with the Contractor.



Contract No. 85486;4

**Fraser Valley Aboriginal Child and Family Services  
CLIENT SERVICES AGREEMENT  
(Fixed Term)**

THIS AGREEMENT (the "Agreement") dated for reference the 30th day of December, 2015.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by **Fraser Valley Aboriginal Children and Family Services Society**

(the "Province")

AND:

**Smith, Tamara Marie**

(the "Contractor")

THEREFORE THE PARTIES AGREE AS FOLLOWS:

**1.0 DEFINITIONS**

1.01 In this Agreement:

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

including any modifications to it made by the parties in accordance with section

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view*

15.02;

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

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

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

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

## **2.0 TERM**

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on January 1, 2016 and ends on December 31, 2016. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

## **3.0 SERVICES**

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

## **4.0 STANDARDS**

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

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

## **5.0 PAYMENT**

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

## **6.0 COMPONENT SCHEDULES**

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

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

## **7.0 REPORTS AND RECORDS**

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

## **8.0 OWNERSHIP**

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

This section continues in force after this Agreement ends.

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

## **9.0 AUDIT AND SERVICE EVALUATION**

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

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

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



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

## **10.0 INSURANCE AND INDEMNITY**

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

## **11.0 ASSIGNMENT AND SUBCONTRACTING**

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

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

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

## **12.0 ENDING OF AGREEMENT**

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

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

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

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

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

(c) this Agreement has ended under section 12.01.

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

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

### **13.0 CONFLICT RESOLUTION**

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

13.02 The Province must:

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

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

#### **14.0 NOTICES**

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

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

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

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

#### **15.0 MISCELLANEOUS**

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

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

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

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

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

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

## **16.0 INTERPRETATION**

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

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

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

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

The parties have executed this Agreement as follows:

**SIGNED** on behalf of the  
Province by an authorized representative  
of the Fraser Valley Aboriginal Children and  
Family Services Society on the \_\_\_\_\_ day of  
December, 2015.

**SIGNED** by or on behalf of the  
Contractor (or by an authorized signatory  
Of the Contractor if a corporation) on the  
\_\_\_\_\_ day of December , 2015.

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Print Name: Diane McEachern  
Print Title: Resource & Programs Manager

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Print Name: Tamara Smith  
Print Title: Contractor



**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,**  
represented by the Minister of Children and Family Development  
**A Director Designated under Section 91 of the Child, Family and Community Service Act**  
(the "Province", a "Director" as applicable)

**AND**

**Smith, Tamara Marie**  
(the "Contractor", "you", or "your" as applicable)

**BACKGROUND**

- A. The parties entered into an agreement number 85486;5 and dated January 1,  
2016, (the "Agreement").
- B. The parties have agreed to modify the Agreement effective May 1, 2016.

**AGREEMENT**

The parties agree as follows:

1. The Agreement End Date is: December 31, 2016
2. Additional Details: Contract amendment to apy overnight awake second staffing billable of \$4,140.00 from April 7, 2016 - April 29, 2016.
3. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the \_\_\_\_\_ day of May, 2016.

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

Authorized Representative

Name  
Diane McEachern

Title  
Resource & Programs Manager

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

Contractor or Authorized Signatory

Name  
Tamara Smith

Title  
Contractor

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

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view*

**COMPONENT SERVICES SCHEDULE**  
**Residential Child Care Resource**  
**(FUNDING PERIOD January 1, 2016 - December 31, 2016)**

**PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS**

***Aggregate Maximum***

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$123,176.00 in the aggregate for providing the Component Services during the Funding Period.

***Payments***

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) The Contractor will receive the payments described below during the term of the Agreement Funding Period. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.
  - (b) For the following Component Services the fixed monthly rate and per diem rate shall be in accordance with current Province policy as communicated to the Contractor from time to time. It is understood that any subsequent changes in the Province fixed monthly and per diem policy applicable to this Component Schedule will result in an automatic adjustment to the aggregate amount of this Component Schedule from the date the change in policy takes effect. The Province will inform the Contractor of any changes in fixed rates by general notification. No modification of the Agreement or any Component Schedules to the Agreement is required in the event of a change in the fixed rate.

Component Services	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Not Applicable				

- (c) For the following Component Services the fixed monthly rate and the per diem rate shall remain as listed below for the term of the Funding Period.

Component Service	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment

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view*



Staffed/Specialized Child Care	2	\$13,897.00	\$750.00	\$123,176.00
Total:				\$123,176.00

- (d) The Contractor will receive payment based on the following rates upon submission of a monthly statement of accounts for actual usage. This payment is not included in the total contract aggregate as shown in Part IV Section 4.1.

Component Services	Capacity	Per Diem Monthly Rate Subject to usage and billing
Not Applicable		

Ministry of Children and Family Development Use Only				
Component Services	Resp. Center	Activity Number	STOB	Total Amount
Staffed/Specialized Child Care	IFD	XL418	A502	\$123,176.00

### **Unearned Revenue**

- 4.3 If the Contractor receives funds from the province under this Component Schedule which are to be applied by the Contractor to the provision of services specified in this Component Schedule or to the performance of any other obligation of the Contractor under this Component Schedule and the Contractor does not apply the funds to those purposes within the time or in the manner required under this Component Schedule, the amount of the funds which is not so applied (referred to in this Component Schedule as "unearned revenue") is repayable to the Province and the Province may, at its option, do either or both of the following:
- (a) recover the unearned revenue as a debt due to the government in accordance with the *Financial Administration Act*; or
  - (b) reduce future payments payable by the province to the Contractor under one or more Component schedules to this Agreement by the amount of the unearned revenue.
- 4.4 Unearned revenue does not include a surplus derived through efficiencies or funds remaining after delivering all Services in accordance with the Component Schedules under the Agreement.
- 4.5 In accordance with section 15.13 of the Agreement, the Contractor will remit to the Province the following:
- (a) *{List refunds and remissions of federal or provincial tax or duty to be remitted to the Province, if any, or type "not applicable"}*

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**From:** Aujla, Inderjit ACFS:EX  
**Sent:** 1 Sep 2016 10:07:45 -0700  
**To:** Cumberland, Paul MCF:EX  
**Subject:** Re: Contract 000084358  
**Attachments:** 20160901094318905.pdf

Hello Paul,  
Please see attached.

Contract # 000084358  
PL00002954  
**s.22**

Physical Location: # 6 - 9305 Hazel Street, Chilliwack BC V2P 5N7

Thanks,

Inderjit Aujla  
Staffed Specailised RSW

Fraser valley Aboriginal Children & family Service Society  
#1 ? 7201 Vedder Road  
Chilliwack, BC V2R 4G5  
Phone: 604-858-0113  
Fax: 604-824-5226

**COMPONENT SERVICES SCHEDULE**  
**Residential Child Care Resource**  
**(FUNDING PERIOD July 1, 2016 - December 31, 2016)**

**PART I: INTRODUCTION**

- 1.1 This Component Schedule forms part of the Client Services Agreement dated for reference the 1st day of July, 2016 (the "Agreement").
- 1.2 Unless defined differently in this Component Schedule, terms used in this Component Schedule will have the meanings given to them by the Agreement.
- 1.3 This Component Schedule applies only to those Component Services (the "Component Services") described herein.

**PART II: FUNDING PERIOD**

- 2.1 The Funding Period to which this Component Schedule applies starts on July 1, 2016 and ends on December 31, 2016 the end date specified in section 2.01 of the Agreement, or the earlier termination of this Agreement in accordance with its terms, whichever first occurs.

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

***Desired Outcomes***

- 3.1 Through the delivery of the Component Services the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:

(a)

OUTCOME	INDICATORS	MEASURES
Health and Mental Health		

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OUTCOME	INDICATORS	MEASURES
Ability to manage identified mental health concerns improves	Decrease in antisocial activities ( contact with the law, street activities) Decrease in violent and physically aggressive behaviour Decrease in incidences that pose a danger to others Decrease in AWOLS Increase in socially appropriate behaviour at home and in the community Decrease in incidences requiring police involvement Taking medications as prescribed Voluntarily accessing mental health services	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
Education, School, Day Program		
Attendance at school, vocational , work, day program or volunteer activity is established or increases	Is registered Increase in attendance Increase in punctuality Decrease in excusable absences Increase in motivation (i.e. wakes up, takes public transit) Increased longevity of school, work or volunteer activity	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
Religion, Identity, Culture		
Connection to ethnic, cultural, religious, spiritual heritage is maintained or increases	Increased contact with appropriate religious and/or cultural community members Increased involvement in rituals and practices of hereditary culture and religion Increased involvement in the religious, cultural and/or spiritual community	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
Social		
Socially and age appropriate behaviours are increased	Demonstrates appropriate social boundaries Involvement in selection, care and maintenance of personal clothing as appropriate for age and ability Behaviours are within social norms	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
Emotional and Behavioural		
Emotional health is maintained or increases	Reduced incidences maladaptive behaviours ( eg fire setting, smearing, inappropriate language) Reduced incidences of damage to property, self and others Follows house rules and expectations	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
Child is supported emotional and physically in upcoming court processed	Child attends court Child participates in RCMP interviews and is helped to understand and participate in this process Child is encouraged to work with her lawyer, when one is appointed.	
Stabilization and Transition		

OUTCOME	INDICATORS	MEASURES
Increase stability	Regular contact with healthy family members Participation in normal daily home routines Decrease in AWOLS Identified opportunities for peer relationships to develop	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews
Increase in emotional, behavioural, life skills to the extent that a successful transition to a less intensive residential setting or independent living can occur	Participation of resident in transition planning Achievable steps and goals prior to a move identified Decrease in amount of support required Decrease in staff ratio Successfully reunites with family Lives independently Supervise access with parents	Reports from reliable, credible and involved sources Plan of care reviews Contract reviews

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

### ***Service Deliverables***

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

- (a) Residential and child care services (the "Component Services" or "Services") to one or more children who cannot remain in their own homes and cannot for the present adjust to a family care home, but who still have the ability - with supports - to function as members of the community, in accordance with the provisions of in this Component Schedule including its Attachment 3.
- (b) The contractor will assume the responsibility for the care and nurturing of up to the specified number of children, each referred to as a "child", at any one time during the term of this Agreement, at the following care setting or care settings (the "Care Setting"), as follows:

Type of Component Services	Care Setting	No. of Children
Staffed/Specialized Child Care	6 9305 Hazel Street Chilliwack, BC V2P 5N7	1

- (c) The contractor will reside in the Care Setting during the Term of this Component Schedule as agreed to below:

Care Setting	Contractor to reside?
6 9305 Hazel Street Chilliwack, BC V2P 5N7	No

- (d) The child/children to be cared for in the Care Setting can be described as:

**One bed Male resource. Purpose of resource is to stabilize youth that are unable to reside in a Foster Care Home. Youth placed has presenting behaviors and / or mental health concerns and / or criminal involvement that result in maladaptive conduct.**

- (e) The Service to be provided to the child/children in the Care Setting is:

**Inputs: Facility:**

**1 Bed resource set up in the FVACFSS owned unit 6 Hazel Street complex in Chilliwack.**

**Inputs: Staffing**

**24 / 7 front line staff (a primary care worker and additional staff as needed). Front line staff are supported by a senior resident worker and team leader available via 24 hour pager.**

**(I) Activities**

- 1. Encourage and supervise required health care routines.**
- 2. Administer medications. Monitor and report side effects.**
- 3. Encourage participation in own health care.**
- 4. Encourage regular punctual attendance at school, day program/family visits/recreational activities.**
- 5. Facilitate to/from appointments/school/work/day program/family visits/ recreational activities as per plan of care.**
- 6. Encourage/facilitate contact with appropriate religious and/or cultural community members.**
- 7. Seek out recreational opportunities. Facilitate attendance. Engage in activity as required.**
- 8. Provide opportunities/activities that encourage positive peer interaction.**
- 9. Explore/Demonstrate and Encourage positive and healthy responses to frustration, intimidation, defensiveness, aggression or any other negative feelings.**
- 10. Promote/facilitate child/youth's involvement in personal care routines.**
- 11. Involve child/youth in life skill activities that include but are not limited to: shopping/budgeting/ meal preparation/ household chores/ use of public transportation.**
- 12. Acquaint children/youth with local community services. Assist in accessing services. Attend as required.**
- 13. Support/facilitate transition planning and child/youth's involvement. Accompany to pre-placement visits as required. Provide appropriate luggage if required. Assist in preparations for a move.**

**(ii) Admission/Discharge Process**

1. **Wherever possible, Guardianship and Resource Social Worker will provide contractor with a comprehensive referral package on youth prior to placement of youth.**
2. **Where time does not permit for the sharing of written referral information FVACFSS will ensure that contractor is provided verbal information on any and all known behaviours which constitute safety risks for the youth, the contractor and/or the community.**
3. **A Guardianship Social Worker and the youth in care must be present at during the intake/admission of child/youth into the resource**
4. **The contractor will creatively strategize and persistently engage the youth to avoid placement breakdown.**
5. **The youth may be discharged from the contracted specialized resource in consultation with the Resource Social Worker or Resource Team Leader and the Guardianship Social Worker in the event that**
  - (1) **the youth is incarcerated,**
  - (2) **the youth is AWOL for more than 7 days,**
  - (3) **the contractor is unable to maintain the safety of the youth and/or the resource due to the youth's behaviour.**
6. **All discharge planning must be discussed with the Resource Social Worker liaison.**

**(iii) Reporting**

1. **Progress report will be submitted to Resource Liaison on a monthly basis in the content and format approved by FVACFSS.**
2. **The contractor is required to maintain a Daily Log.**
3. **Critical incidences must be reported to the Guardianship social worker or After Hours by telephone when they occur and received in writing by the Guardianship social worker and the Contract Liaison social worker the next business day.**

**(iv) Additional Provisions**

1. Approval of the contract liaison social worker is required prior to the provision of any services or purchases not included in the attached budget.
2. Invoices for purchases must be supported by receipts and must be submitted no later than 30 days after the purchase.
3. Invoices for services must be submitted on a monthly basis and must be supported by details of the services.
4. Invoices submitted for services and purchases in the previous FVACFSS fiscal year will not be accepted past April 30th.
5. In the event of cancellation of the Component Services Schedule, invoices will not be accepted after the cancellation date.

(v) Budget:

### Wages and Benefits

Alocate to shift schedule

		FTE	Hrs /mo	Rate Daily/hourly
1	Caregiver payments			
2	Residence worker	31	24hr	160
				4,960.00
3	Res Child and youth worker			
4	Asleep overnight			
				-
5	Awake overnight			
				-
6	Senior Res Wkr (supervisor)			
				750.00
7	Res Coordinator			
				750.00
8	Other (specify) <i>Team Leader</i>	flate rate pager 24/7		
				1,000.00
<b>Total Direct Salary</b>				
				7,466.00

9	Non-Direct Salary (Backfill for Vac, Sick, Stats, Education) (%)	
<b>Total Salary</b>		7,466.00

10	WCB, CPP, EI (%)	122.00
11	MSP, Ext Health, LTD, RRSP (%)	



## Total Benefits

### A) Total Wages and Benefits

7,572.00

## Program Costs

16	Transportation	300.00
19	Household supplies	50.00
20	Telephone/cel/pager (staff)	150.00
21	Computer costs	
22	Program supplies	30.00
23	Training and Professional Development	100.00
B) Total Program Costs		630.00

## Facility Cost NO FACILITY COSTS

## Client Maintenance Costs (Variable)

33	Clothing	100.00
34	Bus Pass	40.00
35	Allowance, chore incentives	40.00
36	Gifts	40.00
37	School fees/supplies	40.00
38	Personal	80.00
39	Non perscription meds	20.00
40	Food	250.00
40	Activities	100.00
D) Total Client Maintenance Costs		710.00

## Administration

### E) Total Administration (max 10% A+B)

800.00

**Total Program Delivery Cost  
(A+B+C+D+E)**

9,002.00

**Start  
up**

**Maximum Amount of \$2500.00 - Itemized with receipts.  
Damages sustained to the home by youth will be repaired by  
the FVACFSS agency.**

- (f) In relation to the comprehensive plan of care, the Contractor agrees to:
  - (i) participate in the development of the comprehensive plan of care for each child placed in the Care Setting when requested by the Director.
  - (ii) assume responsibility for implementing those parts of the child's comprehensive plan of care related to the child's residential placement and to the child's safety and well-being in association with the residential placement.
  - (iii) measure achievement of goals related to the child's residential placement, as stated in each child's comprehensive plan of care.
- (g) The Contractor agrees to perform for all children placed in the Care Setting the caring functions normally provided by a child's parent(s).
- (h) The Contractor will assist the Director to meet the rights of children in care under the Child, *Family and Community Service Act*, Section 70.
- (i) The Contractor agrees to cooperate with:
  - (i) any custody or access orders or agreements relating to the child.
  - (ii) the parent(s)/guardian of the child, when specified in the plan of care.
- (j) The Contractor agrees to support and encourage the child's relationship with their parent(s), extended family and/or guardian, according to the plan of care for the child.
- (k) The Contractor will notify the parent(s) and/or guardian, where the parent(s) and/or guardian can be notified, in the case of medical emergency or of any changes in the circumstance of the child including those matters so indicated in Agreements where they exist between the parent(s) or guardian and a Director.
- (l) The Contractor will provide the Director full information and particulars concerning a child upon request of a Director or his/her representative.
- (m) The Contractor will ensure all information, statements and documents submitted to the Director in connection with this Component Schedule are true and correct.
- (n) The Contractor will ensure any employee, sub-contractor or volunteer of the Contractor is suitably qualified to be entrusted with the care and protection of children.

- (o) The Contractor will consider all requests by the Director to place children in the care or charge of a Director into the Care Setting.
- (p) The Contractor will provide access to the child by:
  - (i) the social worker designated by a Director;
  - (ii) those persons authorized by a Director; and
  - (iii) those persons authorized access through a court order.
- (q) The Contractor will not permit the child to leave the Province of British Columbia without the written permission of the social worker designated by the Director.
- (r) Caregiver, as defined in Section 1 of the *Child, Family and Community Service Act*, may include the Contractor, a sub-contractor or a staff member of the Contractor. A Director must agree with the placement of a child with any Caregiver. The process for approval of caregivers used by the Contractor is as agreed below:

**Standard G - Standards for Staffed Children's Residential Services (1998).**  
[http://www.mcf.gov.bc.ca/child\\_protection/pdf/standards\\_residential\\_services.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/standards_residential_services.pdf)

- (s) The Contractor will ensure that:
  - (i) all firearms and ammunition in the Care Setting are stored and locked separately from each other;
  - (ii) a smoke detector is located in the corridor of each sleeping area, and on each floor of the Care Setting;
  - (iii) proper medication storage and dispensing procedures are followed;
  - (iv) the child wears a seat belt or is placed in an approved seating and safety restraint while traveling in vehicles;
  - (v) adequate insurance coverage is maintained for any motor vehicles; and
  - (vi) any crib meets Federal Government safety standards.
- (t) The Contractor will provide a safe motor vehicle or otherwise provide for the safe transportation of any child placed with the Care Setting and comply with the provisions of the *Motor Vehicle Act* and related *Regulations*.
- (u) The Contractor will actively encourage community support and to maintain neighbourhood education and involvement, if the Care Setting is a group home or a staffed residential resource.
- (v) The performance of the contract during its term will be monitored by both parties in the manner agreed to below:
  - (i) **Caregiver Support Services Standard 21: Monitoring of and Liaison With Staffed Children's Residential Services provided to the Contractor;**
  - (ii) **Incident reports;**
  - (iii) **Monthly reporting;**
  - (iv) **Year end reports.**

- (w) Both parties agree to a dispute resolution process as outlined below, notwithstanding Section 13.01 of the Agreement.
- (i) **Local process to be followed in resolving any disputes between the contractor and the Province in respect of the contract terms. Process provided to the contractor for reference.**

3.4

- (x) The definitions contained in Section 1 of the *Child, Family and Community Service Act* apply to and have the same meaning when used in this Component Schedule.
- (y) It is acknowledged for the purpose of this Component Schedule, the term "guardian" means the legal guardian of the child or children.
- (z) The Director will adhere to the provisions of the "Obligations of the Director", as outlined in Attachment 3 of this Component Schedule.
- (aa) The Contractor agrees to acknowledge the Ministry of Children and Family Development involvement and funding in all public communications including press releases, published reports, brochures, radio and television and public meetings.
- (bb) A Director may at any time, in his or her sole discretion, retake physical care and control of a child who is receiving services from the Contractor and revoke any guardianship authority specified or implied delegated by a Director to the Contractor.
- (cc) If in default of any of the Contractor's obligations under this Component Schedule, then:
  - (i) the Contractor will forthwith notify a Director of the nature and extent of the default;
  - (ii) a Director may, whether or not a notice has been received pursuant to Section 12.01 of the Agreement:
    1. move the child to an alternate Care Setting, as specify in Section 12.06 of the Agreement;
    2. pursuant to Section 3.05 of the Agreement reduce the payments made as per this Component Schedule to reflect the reasonable costs of relocating the Child and providing alternative services; and
    3. pursuant to Sections 12.03(a) and 12.08 of the Agreement terminate this Component Schedule.

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

### ***Policies and Standards***

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

- (a) **Standards for Staffed Children's Residential Services (1998).**  
[http://www.mcf.gov.bc.ca/child\\_protection/pdf/standards\\_residential\\_services.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/standards_residential_services.pdf)

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

- (a) Standards for Staffed Children's Residential Services.
- (b) Standards for Foster Home, as required.
- (c) **Applicable Caregiver Support Service Standards (2006).**
- (d) **Child and Family Development Service Standards.**
- (e) **Child and Family Development Service Standards - Children in Care Service Standards (2006).**  
[http://www.mcf.gov.bc.ca/child\\_protection/pdf/cfd\\_ss\\_may08.pdf](http://www.mcf.gov.bc.ca/child_protection/pdf/cfd_ss_may08.pdf)
- (f) **Accreditation Standards, if applicable.**

#### ***Operational Principles***

- 3.6 The parties agree that the following operational principles apply to the provision of the Component Services:
- (a) children, whether their needs are simple or complex, short or long-term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self-determination within the limits of the available resources;
  - (b) development of child comprehensive care plans will, as appropriate to the circumstances of the child, involve the child, whether individual or family and other persons or authorities involved in the child's care.

#### ***Advocacy***

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

#### ***Cultural Competency***

- 3.8 The parties agree to demonstrate an understanding and commitment to cultural competency and ensure cultural competency principles and practices are incorporated into the delivery of the Component Services. The parties agree to work within the

framework provided by the *Human Rights Code* and the *Multiculturalism Act* for the provision of the Component Services.

***Religious Belief or Religious Affiliation***

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

***Client Complaint Resolution***

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

**PART IV: FEES AND EXPENSES/PAYMENT PROVISIONS**

***Aggregate Maximum***

- 4.1 Subject to the provisions of this Agreement, the Province will pay to the Contractor an amount not exceeding \$58,272.00 in the aggregate for providing the Component Services during the Funding Period.

***Payments***

- 4.2 Subject to paragraph 4.1, the Province will make payments to the Contractor in the following amounts and manner:
- (a) The Contractor will receive the payments described below during the term of the Agreement Funding Period. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.
  - (b) For the following Component Services the fixed monthly rate and per diem rate shall be in accordance with current Province policy as communicated to the Contractor from time to time. It is understood that any subsequent changes in the Province fixed monthly and per diem policy applicable to this Component Schedule will result in an automatic adjustment to the aggregate amount of this Component Schedule from the date the change in policy takes effect. The Province will inform the Contractor of any changes in fixed rates by general notification. No modification of the Agreement or any Component Schedules to the Agreement is required in the event of a change in the fixed rate.

Component Services	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Not Applicable				

- (c) For the following Component Services the fixed monthly rate and the per diem rate shall remain as listed below for the term of the Funding Period.

Component Service	Capacity	Fixed Monthly Rate	Per Diem Monthly Rate	Total Payment
Staffed/Specialized Child Care	1	\$9,002.00	\$710.00	\$58,272.00
Total:				\$58,272.00

- (d) The Contractor will receive payment based on the following rates upon submission of a monthly statement of accounts for actual usage. This payment is not included in the total contract aggregate as shown in Part IV Section 4.1.

Component Services	Capacity	Per Diem Monthly Rate Subject to usage and billing
Not Applicable		

Ministry of Children and Family Development Use Only				
Component Services	Resp. Center	Activity Number	STOB	Total Amount
Staffed/Specialized Child Care	IFD	XL418	A502	\$58,272.00

### **Unearned Revenue**

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

## **PART V: STATEMENTS AND REPORTS**

- 5.1 The Contractor will submit Monthly to the Province reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Component Services. The required content of these reports may include, but is not limited to, the following information:
- (a) the quantity of services (by # of hours, # of sessions, bed days, etc.) and any variance from expected and contracted deliverables,
  - (b) a description of the children who used the services during the reporting period (by total number, by gender, by age and any other demographics relevant to the purposes and goals of the Component Services),
  - (c) To, in accordance with Sections 7.01, 7.02, 7.05 and 9.05 of the Agreement and 6.08 in this Component Schedule, establish and maintain records, including financial records, with respect to any child placed with the Contractor,
  - (d) **As specified in Section 3.2 (e) – Reporting.**
- 5.2 The reports referred to in section 5.1 will be submitted within 10 business days of the end of the period specified, commencing with a first report for the period ending July 31, 2016.. For the purpose of this section and section 5.3, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.
- 5.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 9.01 of the Agreement, the Contractor will, for the purposes of negotiation of any future agreement, submit to the Province, within 20 business days of the end of the 3<sup>rd</sup> quarter of the Funding Period, a Contractor Revenue and Expense Forecast for the duration of the Funding Period. (A sample of the contractor Revenue and Expense Forecast is included as Attachment 1 to this Component Schedule).

## **PART VI: INFORMATION MANAGEMENT PLAN**

### ***Definitions***

- 6.1 "Child Records" means, with respect to an identifiable individual, records containing Personal Information created or produced by the Contractor as a result of the provision to that individual of any of the Component Services under this Component Schedule, but does not include records of an individual's Personal Information received by the Contractor from the Province or
- (a) **Records created or collected while providing ongoing client services during the contract in the custody of the Contractor are owned by the Province,**
  - (b) **All child records.**

### ***Document Ownership***



- 6.2 The following documents are specified as Contractor's Documents under section 1.01(f) of the Agreement:
- (a) **Contractor Administrative Records**
- 6.3 The following documents are specified as Province's Documents under section 1.01(n) of the Agreement:
- (a) any Child Records excluded under section 6.1 of this Component Schedule
- 6.4 The copyright in the Province's Documents belongs exclusively to the Province. Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province waiving in the Province's favour any moral rights which the Contractor, a Subcontractor or any of their employees may have in the Province's Documents and confirming the vesting of the copyright in the Province.
- 6.5 Any Personal Information in the Province's Documents collected by the Contractor is collected on behalf of the Province.
- 6.6 The Province may issue instructions to the Contractor so that the Province is able to comply with its duties under Part 3 of the *Freedom of Information and Protection of Privacy Act*, or other applicable laws, in relation to any Personal Information which as a result of this agreement is in the possession of the Contractor or a Subcontractor and to which that Part applies, and the Contractor must comply with those instructions.
- 6.7 The Contractor and the Province must each treat the other's Documents as confidential and not permit disclosure of the other party's Documents without the prior written consent of the other party except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.
- 6.8 The Contractor must keep all Documents segregated from other documents to the extent it is practical to do so, safeguard them and not permit their disposition or destruction without the prior written consent of the Province except as permitted or required by applicable law, including the *Document Disposal Act*. The Contractor must keep the Province advised at all times of the location of all premises at which the Contractor is keeping any of the Documents. This section continues in force after the Agreement ends.
- 6.9 File formats and retention schedules for Documents related to the provision of the Component Services are as follows:
- (a) **Provincial documents in the Contractors custody to be retained in a format acceptable to the Ministry and for the term stated in the Ministry of Children and Family Development Operational Records Classification System (ORCS). Provincial documents are to be maintained and returned in the manner described in the In the Off- Site Storage and Transfer of Contractor Records (2003) provided to the Contractor for reference.**

- 6.10 If the Contractor's Documents includes any Child Records relating to an individual referred to the Contractor by the Province, the Contractor will, as contemplated under section 6.8 of this Component Schedule and section 9.05 of the Agreement, continue to comply with the provisions of those sections after the expiry or termination of this Component Schedule and on the termination or expiry of this Agreement the Contractor will transfer ownership and deliver physical possession of those Child Records to the Province.

#### ***Information Systems***

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

### **PART VII: GENERAL**

#### ***Property***

- 7.1 The following property to be acquired by the Contractor solely with funds to be paid by the Province under this Component Schedule is specified under section 8.01(c) of the Agreement as property to be owned by the Province:
- (a) Items purchased with Start up costs
- 7.2 The following property provided by the Province to the Contractor or a Subcontractor for the purposes of this agreement is to be owned by the Contractor or Subcontractor as indicated:
- (a) N/A

#### ***Building Code***

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

#### ***Business Registration***

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

### ***Permits and Licenses***

- 7.5 The Contractor will obtain all the permits and licenses required to perform the Component Services, including:
- (a) Community Facilities Licensing
  - (b) Any permits or licenses required by municipal or health authorities for the operations of the Services delineated in Section 3.2
  - (c) Any municipal, provincial, federal permits and licenses to provide the Services, including motor vehicle licenses of the appropriate class to provide transportation to clients.

### ***Insurance***

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

### ***Workers' Compensation Board (WCB)***

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

### ***Subcontractors***

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

- (a) Anyone providing service under this CSS.

### ***Contact Information***

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

Address and fax number for notices to the Province:

Address: 1 7201 Vedder Road, Chilliwack, BC V2R 4G5  
Fax Number: (604) 824-5226

Address and fax number for notices to the Contractor:

Address: 2309 McCallum Road, Abbotsford, BC V2S 3N7  
Fax Number:

### ***Authorized Persons***

- 7.10 In addition to the persons listed in the section 15.13 of the Agreement, any of the following persons may act for the Province in relation to the Component Services:
- (a) N/A
  - (b) The Province will designate a social worker to supply on a regular basis such assistance and advice as may be requested by the Care Setting and at a level consistent with available staff time.
  - (c) The social worker will perform the following functions:
    - (i) Assure there is comprehensive plan of care for each child placed in the Care Setting which is appropriate to the child's needs and to the standards and other conditions of care and nurturing provided for in Voluntary Care, Special Needs and Support Services agreements with the child's parent(s) and/or guardian where they exist;
    - (ii) Assess the progress of the contractor's performance of their duties and obligations under the comprehensive plan of care as established under 7.10(c)(i);
    - (iii) Involve the Contractor and the child's parent(s) and/or guardian in all planning decisions relating to the child;
    - (iv) Complement and encourage the child's relationship with the Contractor and the child's parent(s) and/or guardian;
    - (v) Where appropriate, be involved in contacts between the Contractor and the child's parent(s), child's extended family and/or guardian of the child;
    - (vi) Assist the Contractor in the appropriate use of community resources at the reasonable request of the Contractor; and
    - (vii) Where appropriate, assist the Contractor in contacts with the police and courts.
- 7.11 The Contractor designates any of the following persons, identified by name or position title to act for the Contractor in relation to this agreement:

- (a) N/A

### ***Termination***

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

## **PART VIII: SERVICE SPECIFIC PROVISIONS**

### ***Criminal Records Check***

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

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

- (a) **All paid staff, volunteers, students or other individuals who have, or potentially have, unsupervised access to the children or their records.**

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

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

***Waivers Of Liability relating to Services to Children***

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

***Rights of Children in Care***

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

- (a) be fed, clothed and nurtured according to community standards and to be given the same quality of care as other children in the placement;
- (b) be informed about their plan of care;
- (c) be consulted and to express their views, according to their abilities, about significant decisions affecting them;
- (d) reasonable privacy and to possession of their personal belongings;
- (e) be free from corporal punishment;
- (f) be informed of the standard of behavior expected by their caregivers and of the consequences of not meeting their caregivers' expectations;
- (g) receive medical and dental care when required;
- (h) participate in social and recreational activities if available and appropriate and according to their abilities and interests;
- (i) receive the religious instruction and to participate in the religious activities of their choice;
- (j) receive guidance and encouragement to maintain their cultural heritage;
- (k) be provided with an interpreter if language or disability is a barrier to consulting with them on decisions affecting their custody or care;
- (l) privacy during discussions with members of their families, subject to the *Child, Family and Community Service Act*, Section 70, Subsection (2);

- (m) privacy during discussions with a lawyer, the Child, Youth and Family Advocate, the Ombudsman, a member of the Legislative Assembly or a member of Parliament;
- (n) be informed about and to be assisted in contacting the Child, Youth and Family Advocate; and
- (o) be informed of their rights under this Act and the procedures available for enforcing their rights.

## **PART IX: CONFLICT RESOLUTION OFFICIALS**

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

	Province	Contractor
Stage One:	Collaborative Practice Team Leader	Tamara Smith
Stage Two:	Regional Manager	Tamara Smith
Stage Three:	Director of Programs	Tamara Smith

The parties have executed this Component Schedule as follows:

SIGNED on behalf of the Province by an authorized representative of the Fraser Valley Aboriginal Children and Family Services Society on the day of July , 2016.

SIGNED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) on the day of July , 2016.

---

Print Name: Diane McEachern  
Print Title: Resource & Program Manager

---

Print Name: Tamara Smith  
Print Title: Contrator

# ATTACHMENT 1

## Residential Child Care Resource - 84358;4

### Contractor Revenue and Expense Forecast

Contractor Name/Address: Smith, Tamara Marie 2309 McCallum Road, Abbotsford, BC V2S 3N7

Name of Program(s)/Service(s): Hazel Street

Reporting Period (from/to): July 1, 2016 : December 31, 2016

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

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

Comments regarding variances:

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

Signature _____	Date _____
Print Name _____	Print Title _____

**ATTACHMENT 2**  
**Residential Child Care Resource - 84358;4**

**Insurance Requirements**

***Insurance***

The Contractor will:

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

***Insurance and Indemnity***

- 2.01 In addition to the standard insurance required under this Component Schedule, the Contractor will provide the following insurance:
  - (a) The Contractor shall provide, maintain and pay for necessary and adequate third party liability vehicle insurance, as determined in consultation with their insurance agent or insurance broker.
  - (b) The Contractor shall maintain a minimum of \$1,000,000.00 automobile third party liability insurance on any vehicle used to transport children placed in the Care Setting.
  - (c) The Contractor shall be responsible for and pay any deductible under the GMIP.
- 2.02 The Province will take reasonable steps to ensure the coverage specified in Section 1.01 of this Attachment, is continuous for the Term of this Component Schedule but the Province does not accept responsibility for providing coverage in the event the insurance is cancelled or reduced by the insurer.
- 2.03 The Province does not represent or warrant that the policy GMIP contains insurance for any and all losses. It is the Contractor's responsibility to ascertain the exact nature and extent of coverage of the policy as well as any and all terms and conditions of the policy.
- 2.04 The Province will provide the Contractor with pertinent information regarding available insurance coverage for a child's willful acts resulting in damage or loss to the residence.



**Attachment 3**  
**Residential Child Care Resource - 84358;4**

**Obligations of the Director**

In addition to the Component Schedule and the Agreement, the Director covenants and agrees:

**Legal Responsibility**

1. To exercise responsibility:
  - (a) when the child is in the care of a Director by court action under the *Child Family and Community Service Act*, the *Family Relations Act* or the *Adoption Act*, as the guardian of the child, consistent with each child's legal status; or
  - (b) as it relates to the care of the child while in the Care Setting.
2. To ensure all statutory requirements of the *Child, Family and Community Service Act* are fulfilled and to take such steps as the Director or his/her representative considers necessary to ensure adherence to those statutory requirements.
3. To ensure any child placed with the Contractor is in the charge, care or custody of a Director; be a child taken to a safe place under Section 25(1)(a) of the *Child, Family and Community Service Act*; be a child placed under a Support Service Agreement, Voluntary Care Agreement or Special Needs Agreement.

**Planning for the Child**

1. To advise the Contractor as to who is the parent(s) and/or guardian of any client placed with the Contractor and, where a Support Service Agreement, Voluntary Care Agreement or Special Needs Agreement entered into pursuant to Section 5, 6, or 7 of the *Child, Family and Community Service Act* exists between a Director and the parent and/or guardian of a child so placed, provide the Contractor with a copy of the relevant agreement, subject to Part 5 of the Act.
2. To provide the Contractor with all relevant information pertinent for the care of the child, including, but not limited to, medical, educational and personal care information as well as guardianship, custody and access arrangements.
3. To notify the child's parent(s) and/or guardian of any action taken in the interest of the health and well-being of the child where the child's parent(s) and/or guardian could not be immediately contacted.
4. To make all decisions regarding placement of the child in the Care Setting after discussion and agreement with the Contractor.



Contract No. 84358;4

**Fraser Valley Aboriginal Child and Family Services  
CLIENT SERVICES AGREEMENT  
(Fixed Term)**

**THIS AGREEMENT** (the "Agreement") dated for reference the 1st day of July, 2016.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by Fraser Valley Aboriginal Children & Family Services Society

(the "Province")

**AND:**

**Smith, Tamara Marie**

(the "Contractor")

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**1.0 DEFINITIONS**

**1.01** In this Agreement:

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

including any modifications to it made by the parties in accordance with section

*Reprint/Re  
view*

15.02;

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

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

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

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

## **2.0 TERM**

- 2.01 Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on July 1, 2016 and ends on December 31, 2016. This term includes all of the Component Services attached to this Agreement and this Agreement will, regardless of any later date specified in provision 2.1 of any Component Schedule attached to this Agreement, end on the date specified in this section or on earlier termination in accordance with the Agreement, whichever first occurs.

## **3.0 SERVICES**

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

## **4.0 STANDARDS**

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

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

## **5.0 PAYMENT**

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

## **6.0 COMPONENT SCHEDULES**

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

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

## **7.0 REPORTS AND RECORDS**

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

## **8.0 OWNERSHIP**

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

This section continues in force after this Agreement ends.

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

## **9.0 AUDIT AND SERVICE EVALUATION**

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

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

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



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

## **10.0 INSURANCE AND INDEMNITY**

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

## **11.0 ASSIGNMENT AND SUBCONTRACTING**

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

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

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

## **12.0 ENDING OF AGREEMENT**

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

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

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

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

- (a) subject to section 12.06, a party has failed to comply with the Component Schedule in any material respect and has not, to the satisfaction of the other party, remedied the failure within 30 days of the delivery of a written notice which specifies the nature of the failure to comply, or developed a satisfactory plan to enable the party to comply, and the period of notice has elapsed;
- (b) a party has given to the other party written notice that the Component Schedule is to end as specified in the Component Schedule and the specified period of notice has elapsed. or

(c) this Agreement has ended under section 12.01.

- 12.04 If a Component Schedule ends under section 12.03(b), the Province must pay to the Contractor that portion of the fees and any expenses described in the Component Schedule which equals the portion of the Component Services that was completed in accordance with this Agreement before the Component Schedule ended. That payment, discharges the Province from all liability to the Contractor under the Component Schedule for all time.
- 12.05 If this Agreement ends under section 12.01(c) or 12.03 (b), the parties will develop a negotiated withdrawal of services plan which may include adjustments to the Services or Component Services, as the case may be, during the notice period and where such adjustments constitute a Material Change the parties may renegotiate the applicable Component Schedule or Schedules.
- 12.06 Despite subsection (a) of sections 12.01 and 12.03, the Province may immediately end this Agreement or a Component Schedule, as the case may be, if the Province determines that the Contractor's failure to comply places the health or safety of any person receiving the Services at immediate risk.
- 12.07 The notices described in section 12.01(c) and 12.03(b) may be given for any reason and at any time.
- 12.08 A party ending this Agreement under section 12.01(a), ending a Component Schedule under section 12.03(a) or under section 12.06 may at any time during or after the Term pursue other remedies as well.
- 12.09 On the ending of this Agreement the Contractor must,
- (a) at the request of the Province forthwith deliver to the Province:
    - (i) the Province's Documents, and
    - (ii) any property provided by the Province to the Contractor or owned by the Province, as contemplated, respectively, by subsections (b) and (c) of section 8.01; and
  - (b) comply with the provisions of the Component Schedule(s) regarding Client Records.

The Contractor's obligations under this section will continue in force after this Agreement ends.

### **13.0 CONFLICT RESOLUTION**

- 13.01 All disputes arising out of or in connection with this agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be dealt with in accordance with the Conflict Resolution Protocol. This section continues in force after this Agreement ends.
- 13.02 The Province must:

- (a) prior to making any change to the Conflict Resolution Protocol, subject the proposed change to the consultation process outlined in the Implementation Protocol; and
- (b) give the Contractor written notice of any change to the Conflict Resolution Protocol.

13.03 The Conflict Resolution Protocol is part of this Agreement even though not attached to it.

## **14.0 NOTICES**

14.01 Any consent, approval, written instruction or other notice to be given by a party to the other party under this Agreement, to be effective, must be in writing and delivered personally, by courier or registered mail to the addresses or sent by fax using the fax numbers specified as follows:

- (a) if relating to Component Services described in a single Component Schedule, as specified in that Component Schedule;
- (b) if relating to Component Services described in more than one Component Schedule, as specified in each Component Schedule; or
- (c) if relating to all Services or this Agreement generally, as specified in all Component Schedules.

14.02 Any notice mailed in accordance with section 14.01 is deemed to be received 10 business days after mailing. For the purpose of this section, a "business day" is any day which is not a Saturday, a Sunday or a statutory holiday in British Columbia.

14.03 A party may give notice to the other party of a substitute address or fax number from time to time.

## **15.0 MISCELLANEOUS**

15.01 A waiver by either party of any provision of this Agreement or of any breach by the other party of this Agreement is effective only if it is in writing and signed by the waiving party and is not a waiver of any other provision or any other breach. A waiver given in accordance with this section at any time during or after the Term or the sooner ending of this Agreement is effective.

15.02 No modification of this Agreement is effective unless it is in writing and signed by the parties.

15.03 This Agreement including all Component Schedules and any modification of it constitute the entire Agreement between the parties as to performance of the Services.

15.04 The Contractor must apply for any available refund or remission of federal or provincial tax or duty which the Province has paid or agreed to pay the Contractor for as specified in a Component Schedule unless the refund or remission is negligible or not reasonably practical to obtain. Unless specified in the applicable Component Schedule that the refund or remission must be remitted to the Province, all such refunds or remissions obtained by the Contractor must be applied to provision of Component Services set out

in that Component Schedule or performance of any other obligation of the Contractor under this Agreement in respect of those Component Services. If undischarged during the Term or before the ending of this Agreement, the Contractor's obligations under this section will continue in force after this Agreement ends.

- 15.05 The parties must in carrying out this Agreement comply with all applicable laws. New or amended legislation that may result in Material Change to the Services may require renegotiation.
- 15.06 The Contractor is an independent contractor and not an employee, agent or partner of the Province.
- 15.07 If the Contractor is a corporation, it represents and warrants to the Province that it has authorized its signatory to enter into and execute this Agreement on its behalf without affixing its common seal.
- 15.08 The Province must make available to the Contractor all information in the possession of the Province which is reasonably considered pertinent to the Contractor's performance of the Component Services, including without limiting the foregoing, the Audit and Evaluation, the Conflict Resolution and the Implementation Protocols referenced in this Agreement.
- 15.09 Time is of the essence in this Agreement.
- 15.10 This Agreement does not, at any time during the Term or after this Agreement ends, operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any agency controlled by the Province in order to provide the Component Services and nothing in this Agreement will interfere with the exercise by the Province or any agency controlled by it of any statutory power or duty.
- 15.11 This Agreement rescinds and replaces any previous Agreements or arrangements between the parties respecting Services which would otherwise be in effect during the Term.
- 15.12 Any provision in the body of this Agreement will prevail over a conflicting provision in a schedule to this Agreement to the extent necessary to resolve the conflict unless the conflicting provision provides otherwise.
- 15.13 At the Province's option, any right or obligation of the Province under this Agreement may be exercised or performed by Diane McEachern and, if in relation to particular Component Services only, any person specified in the applicable Component Schedule as authorized to act for the Province in relation to those Component Services.

## **16.0 INTERPRETATION**

- 16.01 This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
- 16.02 In this Agreement the words "including" and "includes" are not intended to be limiting.
- 16.03 In this Agreement, unless the context otherwise requires:

- (a) references to sections by number are to sections of this Agreement;
- (b) where a period "starts" or "ends" on a date, the period includes that date;
- (c) references to days are to calendar days; and
- (d) references to this Agreement include all Component Schedules attached to this Agreement.

16.04 In this Agreement a reference to a statute means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it.

16.05 The headings in this Agreement are included for convenience only and do not form part of this Agreement.

The parties have executed this Agreement as follows:

**SIGNED** on behalf of the  
Province by an authorized representative  
of the Fraser Valley Aboriginal Children &  
Family Services Society on the       day of  
July, 2016.

**SIGNED** by or on behalf of the  
Contractor (or by an authorized signatory  
Of the Contractor if a corporation) on the  
day of July, 2016.

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Print Name: Diane McEachern  
Print Title: Resource & Program Manager

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Print Name: Tamara Smith  
Print Title: Contrator

**MINISTRY OF CHILDREN & FAMILY DEVELOPMENT  
INFORMATION BRIEFING NOTE**

**CLIFF #**

**PREPARED FOR:** Anne Minnings and Reg Bawa - **FOR INFORMATION**

**TITLE:** Background on Tamara Smith (Healing Grounds) – Procurement issues

**PURPOSE:** Update Financial information for Tamara Smith for internal discussion and to develop discussion points for executive briefings

**BACKGROUND:**

- Information from SDD that performance issues may be a result of inadequate staffing in place in contracted facilities. This was confirmed by an email to the minister by s.22 s.22
- PCMB staff has reviewed the all contracts issued to Tamara Smith. No contracts have been made with her entity, Healing Grounds although it appears that she uses Healing Grounds to employ her staff.
- Since 2011 MCFD has paid out \$4.6M to Tamara Smith for group home and foster care.

**DISCUSSION:**

- Healing Grounds appears to be in financial distress and unable to meet it payroll obligations. Emails from Tamara Smith accuse the ministry of contract breaches worthy of court action for the reason that she is unable to pay her staff.
  - s.22 s.22 Review of the contracts revealed that the Ministry is paying active contracts to Tamara Smith although there was at least one payment that was delayed when the CYIC was moved from a one bed facility unit to a two bed unit in Chilliwack. That delayed cheque was fast tracked by ministry staff once contracts were signed.
  - On July 26<sup>th</sup> Tamara Smith let Trisha Myers know that they did not make payroll as the ministry was two weeks late in making its payments. Contracts for services in Chilliwack did miss pay cutoff and were fast track paid by the Ministry once the contracts were signed and approved in RAP by the Chilliwack CSM (Dan Bibby). MCFD did pay out those two delayed payments on July 22. (23.9K and 29.8 or 53.7K).
  - Payments to Tamara Smith in excess of \$100K were paid on schedule in each of June and July s.22
  -

- Tamara Smith appears to have multiple business ventures collocated at her Abbotsford offices such as a thrift store.
- Additional procurement issues that PCMB will take on or ask for inclusion in the financial review:
  - Facility address irregularities - s.22  
s.22 Since 2011 Tamara Smith as a supplier has changed her address 5 times.
  - s.22
  - DAA contracts with Tamara Smith use templates that make financial commitments on behalf of the Queen in the Right of British Columbia as represented by the DAA. DAA staff does not have expense authority on government funds nor does delegation permit that they can represent the Province.
  - Matching contract payment coding to what the MCFD is purchasing (foster care or satellite homes or specialized staffed residential (group home) care).

**ADVICE:**

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**Program Branch Contact:** Paul Cumberland, Executive Director,  
**Program Contact (for content):**  
**Drafter:** Paul Cumberland  
**Date:** July 27, 2016



## Appendix A – verbatim email from Tamara Smith to Healing Ground staff

From: "Adam McGraa" <[adam.mcgraa@healinggrounds.ca](mailto:adam.mcgraa@healinggrounds.ca)>  
Date: Jul 7, 2016 10:54 AM  
Subject: Letter from your CEO Tamara Smith  
To: "Christy Kellington" <[christy.kellington@healinggrounds.ca](mailto:christy.kellington@healinggrounds.ca)>  
Cc: "Chris McGraa" <[chris.mcgraa@healinggrounds.ca](mailto:chris.mcgraa@healinggrounds.ca)>, "Christy Kellington" <[christy\\_kellington@healinggrounds.ca](mailto:christy_kellington@healinggrounds.ca)>, "Enid Miller" <[enid\\_miller@healinggrounds.ca](mailto:enid_miller@healinggrounds.ca)>, "Helma Kardux" <[helma\\_kardux@healinggrounds.ca](mailto:helma_kardux@healinggrounds.ca)>, "Hugo Romero" <[hugo\\_romero@healinggrounds.ca](mailto:hugo_romero@healinggrounds.ca)>, "Kyle Kolinsky" <[kyle.kolinsky@healinggrounds.ca](mailto:kyle.kolinsky@healinggrounds.ca)>, "Laura Thomas" <[laura\\_thomas@healinggrounds.ca](mailto:laura_thomas@healinggrounds.ca)>, "Marie Stone" <[marie\\_stone@healinggrounds.ca](mailto:marie_stone@healinggrounds.ca)>, "Michael Paddy" <[michael\\_paddy@healinggrounds.ca](mailto:michael_paddy@healinggrounds.ca)>, "Renato Orozco" <[renato\\_orozco@healinggrounds.ca](mailto:renato_orozco@healinggrounds.ca)>, "Shana James" <[shana\\_james@healinggrounds.ca](mailto:shana_james@healinggrounds.ca)>, "Simone Dauvin" <[simone\\_dauvin@healinggrounds.ca](mailto:simone_dauvin@healinggrounds.ca)>, "Allison Smale" <[allison\\_smale@healinggrounds.ca](mailto:allison_smale@healinggrounds.ca)>, "Brenda Wight" <[brenda\\_wright@healinggrounds.ca](mailto:brenda_wright@healinggrounds.ca)>, "Colleen McDaniel" <[colleen\\_mcdaniel@healinggrounds.ca](mailto:colleen_mcdaniel@healinggrounds.ca)>, "Crystal Dahl" <[crystal\\_dahl@healinggrounds.ca](mailto:crystal_dahl@healinggrounds.ca)>, "David Craig" <[david\\_craig@healinggrounds.ca](mailto:david_craig@healinggrounds.ca)>, "Debbie VanGrootheest" <[debbie\\_vangrootheest@healinggrounds.ca](mailto:debbie_vangrootheest@healinggrounds.ca)>, "Demi Powers" <[demi\\_powers@healinggrounds.ca](mailto:demi_powers@healinggrounds.ca)>, "Dion Charlie" <[dion\\_charlie@healinggrounds.ca](mailto:dion_charlie@healinggrounds.ca)>, "Douglas Cowley" 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<[jolene\\_adams@healinggrounds.ca](mailto:jolene_adams@healinggrounds.ca)>, "Julie McGraa" <[julie.mcgraa@healinggrounds.ca](mailto:julie.mcgraa@healinggrounds.ca)>, "Kati Sherman" <[kati\\_sherman@healinggrounds.ca](mailto:kati_sherman@healinggrounds.ca)>, "Leiana Crawford" <[leiana\\_crawford@healinggrounds.ca](mailto:leiana_crawford@healinggrounds.ca)>, "Marcia DeCosta" <[marcia\\_decosta@healinggrounds.ca](mailto:marcia_decosta@healinggrounds.ca)>, "Mary K Bauch" <[maryk\\_bauch@healinggrounds.ca](mailto:maryk_bauch@healinggrounds.ca)>, "Megan McCallum" <[megan\\_mccallum@healinggrounds.ca](mailto:megan_mccallum@healinggrounds.ca)>, "Norah Dunbar" <[norah\\_dunbar@healinggrounds.ca](mailto:norah_dunbar@healinggrounds.ca)>, "Patricia Annan" <[patricia\\_annan@healinggrounds.ca](mailto:patricia_annan@healinggrounds.ca)>, "Robyn Edwards" <[robyn\\_edwards@healinggrounds.ca](mailto:robyn_edwards@healinggrounds.ca)>, "Sabrina Simpson" 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<[tracy\\_neufeldt@healinggrounds.ca](mailto:tracy_neufeldt@healinggrounds.ca)>, "April Dueck" <[april\\_dueck@healinggrounds.ca](mailto:april_dueck@healinggrounds.ca)>, "Zuri Cunningham" <[zuri\\_cunningham@healinggrounds.ca](mailto:zuri_cunningham@healinggrounds.ca)>

I apologize for writing this from my phone but s.22

s.22 but I need to address this current situation.

I have had a lot of consideration to do during this last major pay issue. Do I close the business altogether and call it a day? the stress this produces for all of us is incredibly intense.

Do I contact my lawyer and proceed with breach of their contractual obligation? They would simply choose not to use our services.

Or do I change pay day yet again to a once a month payment that I know we can keep. I never wanted to do this as I tried really hard to keep payday every two weeks for the sake of my caregivers. But what happens to my caregivers in the meantime is not ok.

We are literally all in the same boat, myself included. I have done everything in my power to get this sorted. Including calls to Victoria myself.

In my last ditch effort to make this work, I am changing your payday to the 15 every month. Once a month. I feel this is our only true option at this point.

I have contacted my lawyer, and can proceed on that front as well but I want to give one last thing a try before I take on the ministry in court.

I am without words I have to say. It's hard for me to write this, knowing that I can't even offer comfort to people I respect. Who work hard everyday.

I am sincere when I ask, give me this one last grace before you choose to move on. I am not arrogant enough to sit on money and not pay my people. I don't even have that in me, I'm in the worst possible position trying to make choices that don't result in losing kids that really count on us to be there.

IF getting paid once a month is going to cause you worse hardship then this please let us know I will work with you.

I don't want to minimize this by saying thank you for your patience and understanding. But I really need you to know my heart goes out to all of you, it's frustrating, it's stressful and it is wrong. I'm working to find solutions, so we can get back to our kids without all this added stress.

I am monitoring the account constantly, the very second it hits the account we will be in the office pushing it through or writing you a check. Day or night.

Sincerely

Tamara

Sent from my iPhone

**Please note the following pay structure**

- June 21st pay period and July 7th pay period will be paid out immediately when available

- July 1st - 12th paid on July 15th

- Pay period is from the 12th of each month to the 12th of the following month for example:

*July 12th - August 12th paid on August 15th*

*August 12th - September 12th paid on September 15th*

- Mileage and reimburements must be sent in by the 12th or it will be voided and cannot be submitted again.

**Appendix A: FY15.16 Group Care Contracts by SDA (STOB 80)**

<b>Service Delivery Area</b>	<b># of Vendors</b>	<b>% of Vendors</b>	<b># of Contracts</b>	<b>% of Contracts</b>	<b>FY14.15 Total</b>	<b>% of Total</b>
Coast/North Shore	1	0.6%	33	4.5%	\$5,105,727	4.1%
East Fraser	15	8.8%	77	10.6%	\$13,379,117	10.7%
Kootenays	2	1.2%	18	2.5%	\$2,317,531	1.9%
North Central	8	4.7%	37	5.1%	\$12,337,901	9.9%
North Fraser	8	4.7%	69	9.5%	\$10,976,694	8.8%
North Vancouver Island	31	18.1%	82	11.3%	\$10,495,604	8.4%
Northeast	2	1.2%	22	3.0%	\$3,860,994	3.1%
Northwest	1	0.6%	9	1.2%	\$993,433	0.8%
Okanagan	34	19.9%	90	12.4%	\$9,394,134	7.5%
Provincial	1	0.6%	2	0.3%	\$2,602,160	2.1%
South Fraser	18	10.5%	108	14.9%	\$23,604,040	18.9%
South Vancouver Island	39	22.8%	77	10.6%	\$13,310,453	10.6%
Thompson Cariboo Shuswap	8	4.7%	67	9.2%	\$9,576,233	7.7%
Vancouver/Richmond	3	1.8%	35	4.8%	\$7,171,581	5.7%
<b>Grand Total</b>	<b>171</b>	<b>100%</b>	<b>726</b>	<b>100%</b>	<b>\$125,125,601</b>	<b>100%</b>

\*Each contract and vendor is only counted once even if represented in multiple Service Delivery Areas



## Fraser Valley Aboriginal Children and Family Services Society

Central Region  
#1-7201 Vedder Road  
Chilliwack, BC V2R 4G5

Phone: 604-858-0113  
Fax: 604-824-2518  
Toll Free: 1-800-663-9393

2016 August 30  
TAMARA SMITH  
2309 MCCALLUM ROAD  
ABBOTSFORD, BC V2S 3N7  
RE00076828

Dear Tamara Smith,

**RE: CLIENT SERVICES AGREEMENT & COMPONENT SERVICES SCHEDULE  
CONTRACT (000083037; 008). Place of Service 008 -The Landing Place**

This letter is to provide you with written notice, that the above mentioned contract between Tamara Smith and Fraser Valley Aboriginal Children and Family Services Society, effective August 31<sup>st</sup> 2016, will be cancelled without notice, on August 31<sup>st</sup>, 2015, with cause.

The contract is being cancelled under section 3.02 & 12.03 "*Unless the parties otherwise arrange, the Contractor must supply and pay for all labor, materials, facilities and approvals necessary or advisable to provide the Services*". At this time the physical address of the contract is at **The Landing Place** (8751 Cornwall Street, Chilliwack, BC) and FVACFSS was informed by the contractor that the physical residence for the contract was being used for a contract with the Ministry of Children & Family Development, office FED, for two other children in care, placed on August 1, 2016. As the physical location of the contract is being used by another service provider, the Contractor is unable to provide the terms of a physical location (in Chilliwack, BC) to fulfill the terms of the FVACFSS contract.

As per Section 13.0 **Conflict Resolution and Part IX, 9.1 Conflict Resolution Officials**, if you have any questions, concerns, or would like to dispute this contract cancellation, Stage one is with Tina Ion – Team Leader, Stage 2 is with Diane McEachern – Resource & Programs Manager and Stage 3 is with Samantha Langton – Executive Director.

Respectfully,

Tina Ion  
Team Leader IFD, Out of Care & Resources  
Fraser Valley Aboriginal Children and Family Services Society





## Fraser Valley Aboriginal Children and Family Services Society

Central Region  
#1-7201 Vedder Road  
Chilliwack, BC V2R 4G5

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Fax: 604-824-2518  
Toll Free: 1-800-663-9393

2016Aug30th  
TAMARA SMITH  
2309 MCCALLUM ROAD  
ABBOTSFORD, BC V2S 3N7  
RE00076828

Dear Tamara Smith,

**RE: CLIENT SERVICES AGREEMENT & COMPONENT SERVICES SCHEDULE  
CONTRACT (000082843; 005) Beryl Street – Place of service 003**

This letter is to inform you that the above mentioned contract between Tamara Smith and Fraser Valley Aboriginal Children and Family Services Society, effective **September 1, 2016** will be **modified**.

This contract was increased on April 1, 2016 to increase the fixed service fee to include an additional \$4,800 to individually staff each youth in the resource. As of August 30<sup>th</sup> 2016, one of the youth in the home was moved out of the resource. As per the Component Schedule of the Residential Child Care Resource 3.2 (cc) 1. , Fraser Valley Aboriginal Children & Family Services Society may move the child to an alternate care setting and (2.) *pursuant to Section 3.05 of the Agreement reduce the payments made as per this Component Schedule to reflect the reasonable costs of relocating the Child and providing alternative services*, without notice (as per Section 12.01 of the agreement).

Please find enclosed the modification of the current contract to reduce the fixed payment by \$4,800 and to reduce the resource from a 2 bed resource to a 1 bed resource.

As per Section 13.0 Conflict Resolution and Part IX, 9.1 Conflict Resolution Officials, if you have any questions, concerns, or would like to dispute this contract cancellation, Stage one is with Tina Ion – Team Leader, Stage 2 is with Diane McEachern – Resource & Programs Manager and Stage 3 is with Samantha Langton – Executive Director.

Thank you,



Tina Ion

Team Leader – IFD Resources & Out of Care Options  
Fraser Valley Aboriginal Children and Family Services Society  
Email: [tina.ion@gov.bc.ca](mailto:tina.ion@gov.bc.ca) Cell: 604-819-5201

**COPY**