
SERVICE AGREEMENT



MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT



Ministry of
Children and Family
Development

**MINISTRY SERVICE AGREEMENT:
XT20AM6001**

DOING BUSINESS AS: Western University
Agreement Name: Early Childhood Pedagogy
Network

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

2nd Flr - 525 Superior Street
Victoria, British Columbia
Canada V8V 1T7

Fax Number:
Email: MCFKContract@gov.bc.ca

AND THE UNIVERSITY OF WESTERN ONTARIO
(Legal Name)

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

RESEARCH DEVELOPMENT & SERVICES
STE 5150 SUPPORT SERVICES BLDG
1393 WESTERN RD
LONDON, ON
N6G 1G9
Fax Number:
Email: heather.martin@uwo.ca

The term for the Service Agreement begins on: 01/04/2020 and ends on 31/07/2021
(Day/Month/Year) (Day/Month/Year)

THE PARTIES AGREE TO THE TERMS AND CONDITIONS OF THE SERVICE AGREEMENT LOCATED ON THE
MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT'S WEBSITE, VERSION 1.3 DATED FEBRUARY 10, 2020,
AND AGREE TO BE BOUND BY THE SCHEDULES LISTED BELOW AND ATTACHED TO THIS AGREEMENT:

- SCHEDULE A - SERVICES
- SCHEDULE B - PAYMENT
- SCHEDULE C - APPROVED SUBCONTRACTOR(S)
- SCHEDULE D - INSURANCE
- SCHEDULE E - AUTHORIZED PERSON
- SCHEDULE F - INFORMATION MANAGEMENT (RECORDS, PRIVACY AND SECURITY)
- SCHEDULE G - ASSETS
- SCHEDULE H - ADDITIONAL TERMS
- SCHEDULE I - REPORTING REQUIREMENTS

(collectively, the "Agreement")

SIGNED AND DELIVERED on the 29 day
of April, 2020 on behalf of the Province by its
duly authorized representative

Signature: 

Print Name: Aleksandra Stevanovic

Position: Director

Responsibility
Centre: CHILD CARE & INCL. POLICY

SIGNED AND DELIVERED on the 30th day of
April, 2020 by or on behalf of the Contractor (or by its
authorized signatory or signatories if the Contractor is a corporation)

Signature: Caroline Calmettes Digitally signed by
Caroline Calmettes
Date: 2020.04.30
10:35:48 -04'00'

Print Name: Per: Dr. J. Kevin Shoemaker

Position: Vice President Research

Signature: _____

Print Name: _____

Position: _____

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

SUMMARY

Term 01/04/2020 to 31/07/2021

Total Amount of Agreement (not including any applicable taxes)

\$4,800,000.00

Allocation by Programs and Services

Grouped Services		
<i>Early Childhood Pedagogy Network</i>		
Research and Development - General		\$4,800,000.00
Non-Program Services		
	Sub-Total	\$0.00
	Total	\$4,800,000.00

Allocation by Community

Communities Served

Allocation by Business Area

Core Business Area	Business Area - Sub Business Area	
ECD, Child Care and Children and Youth with Special Needs		
	Early Childhood Development	\$4,800,000.00
	Sub-Total	\$4,800,000.00
	Total	\$4,800,000.00

SCHEDULE A - SERVICES

Early Childhood Pedagogy Network

SERVICE: RESEARCH AND DEVELOPMENT - GENERAL		Total Amount	\$4,800,000.00
Definitions	Activities related to increasing the body of knowledge that can lead to an improvement in services. May include literature reviews, program evaluation, pilot projects and related activities.		
Project Code	18CN649		
Input	Qualified Staff		
Output Indicators	# Hours	Quantity	
Reporting Frequency	As Scheduled		
Core Business Area	ECD, Child Care and Children and Youth with Special Needs		
Business Area	Early Childhood Development		
Communities Served			
	Recipient(s)	Amount	\$0.00

This allocation is provided as an estimate.

Additional Descriptions

OTHER

Background

The Early Childhood Pedagogy Network (ECPN) is the governing body that has been contracted by the Ministry of Children and Family Development (MCFD) to coordinate a provincial team of Pedagogists, an education theory and curriculum specialist, to deliver high-quality professional development opportunities to Early Childhood Educators (ECEs) across the Province of British Columbia. The ECPN is a key initiative within Childcare BC's strategy to support the early years profession and is part of government's investment to help recruit and retain early childhood education professionals to better meet the child care needs of BC families. This work builds on two previous MCFD-funded projects delivered through the University of Victoria from 2006 until 2018.

Service Description

During service delivery the Contractor is expected to:

1. Act in accordance with the ECPN Program Scope (see Attachment 1);
2. Be responsible for all aspects of contract management, including the development of a dispute resolution process for any subcontractor agreements;
3. Establish and maintain the infrastructure needed to support a provincial network of Pedagogists;
4. Hire, train, and supervise all Pedagogists employed through the ECPN; and
5. Develop a website to host training and curriculum resources.

The ECPN will, through a collaborative provincial network, introduce and support the role of the Pedagogist, who will in turn support Early Childhood Educators (ECEs) working in licensed child care facilities to:

1. Design, lead, and evaluate pedagogy/practice within their programs;
2. Engage in critically reflective dialogue about pedagogy/practice through pedagogical narrations and communities of practice (learning circles);
3. Support the integration of the B.C. Early Learning Framework (ELF); and
4. Participate in an annual report of each program's pedagogical projects, to be made public on the ECPN website.

Outputs

The Contractor will implement the Pedagogist Program (the Product Output as per the Contractual Agreement), by ensuring the successful delivery of the following outputs:

1. Representation on any committees, subcommittees and working groups from the Ministry of Children and Family Development (MCFD); the Ministry of Advanced Education, Skills, and Training (AEST); the Ministry of Education (EDUC); the Early Childhood Educators of BC (ECEBC); the British Columbia Aboriginal Child Care Society (BCACCS); Métis Nation BC (should the opportunity present); and any other relevant organizations.

2. Maintenance of the infrastructure needed to support the ECPN, including the recruitment, training, and supervision of any network staff.

3. Establishment and supervision of a provincial network of Pedagogists that will result in a ratio of 1 Pedagogist (FTE) working with approximately 45 educators (this number may vary based on uptake and community need). This will be done through:

a. Implementation of Child Care Resource and Referral (CCRR), Indigenous, and Post- Secondary Institution streams in the format agreed to between MCFD and the ECPN;

b. Development of an Expression of Interest (EOI) process to recruit voluntary program participants;

c. On-going orientation and training of Pedagogists; and

d. Continuation of current 32 Pedagogists and the recruitment of a minimum of 18 additional Pedagogists to be equally distributed amongst the five Health Regions (Interior, Vancouver Island, Vancouver Coastal, Fraser, and Northern Region). If the Network is unable to meet the full regional distribution, they may return to the Ministry to discuss other opportunities for Pedagogist implementation.

4. In collaboration with MCFD, develop a sustainability plan that integrates lessons learned from the 2019/20 and 2020/21 (to date) fiscal years and provides recommendations and options for alternative revenue streams and program delivery.

5. Development of website for ongoing training and support of Pedagogists and dissemination of information for ECEs' professional learning to be available starting in Spring 2020. All promotional materials and materials referencing MCFD funding must be submitted and reviewed by MCFD and Government Communications and Public Engagement prior to posting live.

6. Active participation in the external program evaluation process with MCFD, including but not limited to:

a. Informing all program participants (pedagogists, early care and learning professionals, participating child care hubs, participating post-secondary institutions and participating Child Care Resource and Referral programs) of the external evaluation process;

b. Seeking consent from program participants to share contract information with external program evaluators; and

c. As needed, liaising between Pedagogists, program participants, ECPN Advisory Committee and program evaluators.

Reporting Requirements

The Ministry will provide the Contractor with reporting templates to be used for all written reports. Templates will be sent to the Contractor a minimum of one-month prior to the deadline. The Contractor will provide updates to the MCFD Manager of Child Care Policy (at Michelle.Gilmour@gov.bc.ca) and to

the attention of the Contract Administrator at MCFKContract@gov.bc.ca through the following mechanisms:

1. Revised budget due May 15, 2020, including:
 - a. Pedagogist salaries, including MERCS of 18%;
 - b. Program costs for Pedagogists, including things such as travel, materials, etc.;
 - c. Operational Budget, including a line item specific to the operational requirements for the Indigenous stream and any costs associated with the development of a website or web-based platforms; and
 - d. Integration of financial support to community agencies participating in appropriate governance committees.
2. Monthly conference calls with MCFD staff to report on progress to date (or as needed);
3. Work with MCFD to develop an interim sustainability plan that provides recommendations and options for alternative revenue streams and program delivery due by September 15, 2020;
4. Status update on the progress of program implementation, working groups, committees and subcommittees due by:
 - July 31, 2020;
 - January 31, 2020;
 - April 30, 2021 (including an updated budget) ;
4. Midterm written report on the progress of the ECPN's activities, outcomes and finances by November 30, 2020;
6. A summary of activities, outcomes and finances expended between April 1, 2019 to July 31, 2021 and an updated sustainability plan submitted by August 31, 2021. This reporting obligation will survive any expiry of the initial term of this Agreement.

See Attachment: See ECPN Program Scope v3 - ECPN Program Scope 01 04 2020.docx

BUSINESS AREA OUTCOMES

- Mothers are healthy and give birth to infants who are healthy and remain healthy
- Parents and families have knowledge, resources and support they need to help their children develop to their full potential
- Children experience healthy early childhood development, including early learning and care
- Children experience positive early childhood and early socio-emotional learning experiences
- Communities support the development of all children and families
- Aboriginal children and families have an enhanced sense of cultural belonging and connectedness
- Aboriginal communities and families have increased socio-economic resources to support the developmental needs of their children
- Families have access to a range of community and social supports
- Families are socially engaged (able to seek informal and formal supports when needed) and are connected to child-friendly caring and inclusive communities

SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

- 1.1 Subject to the provisions of the Agreement, we will pay you an amount not exceeding \$4,800,000.00 (not including any applicable taxes), in the aggregate, for providing the Services set out in Schedule A, during the term of this Agreement.
- 1.2 In addition, we will pay you any applicable taxes payable by the Province under law or agreement with the relevant taxation authority in relation to amounts payable under this schedule.

Payments

2.1 Variable

For Service: Research and Development - General

We will pay you, to a maximum amount of \$4,800,000.00 in accordance with the following payment schedule:

\$960,000.00 effective the date of contract signing

\$960,000.00 effective July 2020

\$960,000.00 effective October 2020

\$960,000.00 effective January 2021

\$960,000.00 effective March 2021

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

Subcontractors

- 1.1 The following persons, groups of persons, or organizations, are specified as Subcontractors under section 12 of the Service Agreement:
 1. Alexa Villapando YMCA of Greater Vancouver, Director or Designate
 2. Angela Willmott South Peace Community Resources, Director or Designate
 3. Anne Baxter Langara College, Director or Designate
 4. Brad Leier Coast Mountain College, Director or Designate
 5. Dr. Kathleen Kummer Capilano University, Director or Designate
 6. Emily Gawlick Early Childhood Educators of British Columbia, Director or Designate
 7. Janet MacNeil Trail FAIR Society, Director or Designate
 8. Jeanne Puritch Camosun College, Director or Designate
 9. Karen Isaac British Columbia Aboriginal Child Care Society, Director or Designate
 10. Kathleen Haggith North Island College, Director or Designate
 11. Kerri Bassett Bulkley Valley Child Development Centre, Director or Designate
 12. Kristy Rogge Maple Ridge/Pitt Meadows Community Services, Director or Designate
 13. Lorna Grant Prince George CCRR - YMCA of Northern BC, Director or Designate
 14. Lyn Taylor-Scott Clements Centre Society, Director or Designate
 15. Maria Cargnelli Archway Community Services, Director or Designate
 16. Melissa Hunt Childhood Connections - Okanagan Family & Childcare Society, Director or Designate
 17. Pat Colbourne New Focus Society, Director or Designate
 18. Patricia O'Hagan Vancouver Island University, Director or Designate
 19. Rosemary Craig Terrace Women's Resource Centre, Director or Designate
 20. Sharlene Wedel Options Community Services, Director or Designate
 21. Steve Roe Northern Lights College, Director or Designate
 22. Tanya Behardien OneSky Community Resources, Director or Designate
 23. Taya Whitehead Selkirk College, Director or Designate
 24. Tunde Getaneh North Shore Community Resources, Director or Designate

SCHEDULE D – INSURANCE

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

SCHEDULE E – AUTHORIZED PERSONS

Authorized Persons

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

Name	Position	Email Address
Denise Hodgins	Director or Designate	denise.hodgins@uwo.ca
Heather Martin	Administrative Assistant	heather.martin@uwo.ca
Kathleen Kummen	Director or Designate	kkummen@capilanou.ca
Megan MacLeod	Finance Manager	mmacle47@uwo.ca
Veronica Pacini-Ketchabaw	Director or Designate	vpacunik@uwo.ca

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

Name	Position	Email Address
Kate Cotie	Director	kate.cotie@gov.bc.ca
Michelle Gilmour	Manager	michelle.gilmour@gov.bc.ca

Conflict Resolution Officials

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

	Province	Contractor
Stage One:	Contract Manager	Director or Designate
Stage Two:	Director	Director or Designate
Stage Three:	Assistant Deputy Minister	Director or Designate

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

Purpose

The purpose of this Schedule is to:

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

Applicability

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

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

Definitions

1. In this Schedule:

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

RECORDS MANAGEMENT

Records Retention and Disposition

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

PRIVACY PROTECTION

Collection of Personal Information

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

Accuracy of Personal Information

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

Requests for access to Personal Information

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

Correction of Personal Information

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

Protection of Personal Information

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

Storage and access to Personal Information

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

Retention of Personal Information

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

Use of Personal Information

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

Disclosure of Personal Information

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

SECURITY

Services Worker confidentiality agreements

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

Services Worker security screening

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

Services Worker activity logging

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

Facilities and Equipment protection and access

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

- (b) limit access to Facilities and Equipment of the Contractor:
 - i. being used by the Contractor to provide the Services; or
 - ii. that may be used by someone to access information,

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

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

Integrity of Information

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

Documentation of changes to processes

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

Secure Storage

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

GENERAL

Privacy Training

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

Notice

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

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

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

Compliance, Audit and Review

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

Interpretation

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

SCHEDULE F – Appendix F1 – Security screening requirements

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

Verification of name, date of birth and address

- The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of “primary identification” of the Services Worker and at least one piece of “secondary identification” of the Services Worker, as described in the table following this section. The Contractor must record which primary and secondary identification the Contractor examined, but must not copy or record any information from these identifications. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p>Issued by ICBC:</p> <ul style="list-style-type: none"> • B.C. driver’s licence or learner’s licence (must have photo) • B.C. Identification (BCID) card <p>Issued by provincial or territorial government:</p> <ul style="list-style-type: none"> • Canadian birth certificate <p>Issued by Government of Canada:</p> <ul style="list-style-type: none"> • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record 	<ul style="list-style-type: none"> • School ID card (student card) • Bank card (only if holder’s name is on card) • Credit card (only if holder’s name is on card) • Passport • Foreign birth certificate (a baptismal certificate is not acceptable) • Canadian or U.S. driver’s licence • Naturalization certificate • Canadian Forces identification • Police identification • Foreign Affairs Canada or consular identification • Vehicle registration (only if owner’s signature is shown) • Picture employee ID card • Firearms Acquisition Certificate • Social Insurance Card (only if has signature strip) • B.C. CareCard • Native Status Card • Parole Certificate ID • Correctional Service Conditional Release Card

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

Verification of education and professional qualifications

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

Verification of employment history and reference checks

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

Security interview

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

SCHEDULE G – ASSETS

Property

- 1.1 The following property to be acquired by you with funds to be paid by us under this Service Agreement is specified in this Service Agreement as property to be owned by us:

None

- 1.2 The following property provided by us to you or a subcontractor for the purposes of this Service Agreement is to be owned by you or subcontractor as indicated:

None

SCHEDULE H – ADDITIONAL TERMS

The Contractor and Province agree to the following additional terms:

1. The parties agree that for so long as the Contractor has coverage with the University, Colleges and Institutes Protection Program it will be deemed to be sufficient to satisfy the insurance requirements under this Agreement and no further evidence will be required during the Term of this Agreement.
2. In addition to and without limiting the generality of section 51 (Ownership) of the terms and conditions of the Service Agreement (version 1.2, dated January 13, 2015), the Contractor and Province agree as follows:

Matters respecting intellectual property

The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

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

For the purposes of this provision:

- i. "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- ii. "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- iii. "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;

SCHEDULE I – REPORTING REQUIREMENTS

Service Delivery Reports

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

The Ministry will provide the Contractor with reporting templates to be used for all written reports. Templates will be sent to the Contractor a minimum of one-month prior to the deadline. The Contractor will provide updates to the MCFD Manager of Child Care Policy (at Michelle.Gilmour@gov.bc.ca) and to the attention of the Contract Administrator at MCFKContract@gov.bc.ca through the following mechanisms:

1. Revised budget due May 15, 2020, including:
 - a. Pedagogists salaries, including MERCS of 18%;
 - b. Program costs for Pedagogists, including things such as travel, materials, etc.;
 - c. Operational Budget, including a line item specific to the operational requirements for the Indigenous stream and any costs associated with the development of a website or web-based platforms; and
 - d. Integration of financial support to community agencies participating in appropriate governance committees.
2. Monthly conference calls with MCFD staff to report on progress to date (or as needed);
3. Work with MCFD to develop an interim sustainability plan that provides recommendations and options for alternative revenue streams and program delivery due by September 15, 2020;
4. Status update on the progress of program implementation, working groups, committees and subcommittees due by:
 - July 31, 2020;
 - January 31, 2020;
 - April 30, 2021 (including an updated budget) ;
4. Midterm written report on the progress of the ECPN's activities, outcomes and finances by November 30, 2020;
6. A summary of activities, outcomes and finances expended between April 1, 2019 to July 31, 2021 and an updated sustainability plan submitted by August 31, 2021. This reporting obligation will survive any expiry of the initial term of this Agreement.

Financial Reports

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

i.

Name	Description
Annual Service Cost Report	Report that outlines the annual costs associated with a service.

Additional Reports

- 1.3 Other information as requested by the Province.

